



DIGIX HOLDING INC.

GOLDN TOKEN OFFTAKE MEMORANDUM

(Commercial Forward / Offtake Token Series)

“RESERVE to DELIVERY STRATEGY“

STAGE 1 TOKEN: GOLDN_OT

Offering of Up to 930,000,000 GOLDN_OT Tokens with an Initial Capital Contribution of \$.01975 per token

This Offtake Token Series Memorandum (this “Memorandum”) relates to the offer and sale of GOLDN Offtake Tokens (the “GOLDN_OT” or “Tokens”) issued in connection with the commercial GOLDN Token Offtake Agreement for the forward purchase and delivery of refined gold bullion.

The Tokens are offered by Digix Holding Inc., a company organized under the laws of the Republic of Panama (the “Company” or “Digix”), an indirect subsidiary of Digix, Inc., a Delaware holding company (the “Parentco”), through its wholly owned Delaware subsidiaries Digix LLC (the “Intermediate Company”) and Digix Master Series LLC (the “Masterco”). Each designated Offtake Token Series constitutes a distinct commercial series of the Masterco created to administer the sale and delivery of gold under the applicable offtake schedule. The Company is offering for sale a total of 930,000,000 **GOLDN_OT** tokens.

Purchasers will be required to subscribe for a Minimum of 5,000 (Five Thousand) **GOLDN_OT** Tokens, representing $\frac{1}{4}$ (one quarter) troy ounce of refined gold. This minimum subscription corresponds to a total Down Payment of USD \$98.75, and a Deferred Payment of \$288.75, which becomes due upon delivery of the gold bullion, for a total purchase price of \$387.50. Upon completion of the **GOLDN_OT** offering a total of approximately 980,000,000 Tokens will be issued and outstanding, on a fully diluted basis. **GOLDN_OT** Tokens will be issued upon purchase and delivered to the Purchaser’s wallet of choice within 5 business days.

Each **GOLDN_OT** Token represents a pre-paid offtake right for future refined bullion, secured by 49,000 troy ounces of NI 43-101–certified gold reserves (see Exhibit G) contained within the San Gregorio Vein of the Nieves Mine in Zacatecas, Mexico, which collateral is controlled by Digix and is basis for this Offering.

Under Digix’s “Reserve-to-Delivery” strategy, gold bullion will be sourced from the Company’s six Digix Reyes–controlled and operated mining concessions—Iglesiani, Maripani, Flor, 6 de Agosto, Tora, and Colosal ¹ —encompassing approximately 9,758 acres of mineral-rich holdings in and around La Paz, Bolivia (collectively, the “Digix Reyes Mining Projects”). The ore extracted from these concessions will be processed, refined, and converted into deliverable bullion, which will satisfy the offtake obligations represented by the Tokens in accordance with the Offtake Agreement (Exhibit B)

For settlement purposes, 20,000 Tokens correspond to one (1) troy ounce of gold, offered under this commercial offtake arrangement at a total forward price of US \$1,550 per ounce, consisting of:

STAGE 1: GOLDN_OT TOKEN = \$.01975/token (DOWN PAYMENT)

STAGE 2: GOLDN_SET TOKEN = \$.05775/token (DEFERRED PAYMENT on DELIVERY)

Upon completion of the Deferred Payment (the Stage 2 token payment) the holder’s corresponding **GOLDN_OT** tokens shall be burned, and an equal quantity of **GOLDN_SET** Bullion Delivery Tokens (the “**GOLDN_SET**” Token) shall be minted 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. If a holder elects to receive physical delivery of the underlying bullion, the corresponding quantity of **GOLDN_SET** Tokens shall be burned upon confirmation of delivery, signifying the transfer of

ownership of the refined bullion to the holder and the completion of all token-based rights associated therewith.

The Tokens are designed as commercial offtake instruments evidencing the holder's right to receive physical gold; they do not represent equity, debt, or investment interests in any Digix entity, and confer no rights to profits, dividends, or voting participation.

Digix intends to make the Tokens transferable among verified, KYC-qualified participants through its internal digital exchange platform to provide secondary liquidity for bona-fide offtake purchasers. The Company may also use commercially reasonable efforts to obtain listings for the Tokens on reputable third-party digital-asset trading venues that support delivery-backed commodity tokens

The Offering will be conducted via <https://Digixinc.io> (the "Platform") Each potential investor must subscribe to purchase Tokens by completing and signing the Subscription Agreement attached as Exhibit A hereto through the Digix Platform, together with any (i) exhibits and (ii) documents requested by the Company and its agents, for the purpose of satisfying the Company's due diligence obligations prior to the closing of the Offering and send full payment of any consideration to the Company to effect its purchase of the Tokens. Investors will not be provided wire instructions until completion of Digix, Inc. Panama's know- your-customer (KYC), anti-money laundering (AML), and Reg S policies.

The Offering is made as defined in Regulation S promulgated under the Securities Act of 1933, as amended (the "Securities Act"). While there is currently no public market for the Tokens, Digix is anticipating one to develop upon the completion of the Offering, or thereafter, on the Digixinc.io trading platform and may choose to list the GoldN Token on competing platforms.

All references to dollars, or "\$" refer to United States dollars.

THE TOKEN SERIES OFFERED HEREBY INVOLVES RISK. INVESTORS MUST BE PREPARED TO BEAR THE RISK OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD AND BE ABLE TO WITHSTAND A LOSS OF THEIR INVESTMENT. SEE "RISK FACTORS."

Potential Conflicts of Interest. This Memorandum does not purport to identify all conflicts of interest. Digix Holding, Inc. may offer other token series through other vehicles that may be controlled by the Company. Those investments may be of a different class or type, with different rights and preferences, than those offered herein. Those other vehicles may have rights of first refusal, preemptive rights, voting rights or other rights in respect of the investment. Those investments may be of a different class or type, with different rights and preferences, than those offered herein.

Closing Requirements. In order to complete the closing process in this Offering, each investor may be required to complete such documentation as may be requested by Digix, which may include, without limitation: (1) the execution and delivery of a Subscription Agreement; (2) completion of purchaser qualification requirements (status as an Accredited Investor under Regulation D and KYC/AML or KYB (if applicable) screening requirements); (3) clearance from Parentco and affiliates and Digix Holding, Inc.'s best interest requirements, and (4) confirmation by Digix receipt of funds (collectively, the "Closing Requirements").

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.

THE TOKENS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, OR THE SECURITIES LAWS OF ANY STATE OR FOREIGN JURISDICTION AND, UNLESS SO REGISTERED, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY THE SECURITIES ACT AND REGULATION D, PROMULGATED THEREUNDER, AND COMPARABLE EXEMPTIONS FROM REGISTRATION PROVIDED BY OTHER APPLICABLE SECURITIES LAWS. THE UNITS HAVE NOT BEEN REVIEWED OR RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

930,000,000 Tokens	Price
Per Token	\$.01975
Maximum Gross Proceeds	\$18,367,500

The date of this Memorandum is December 1, 2025

CONFIDENTIAL COMMERCIAL MATERIALS

REPRODUCTION PROHIBITED

REPRODUCTION OR DISTRIBUTION OF ANY PORTION OF THESE MATERIALS WITHOUT THE PRIOR WRITTEN CONSENT OF DIGIX HOLDING INC. (THE "COMPANY") IS STRICTLY PROHIBITED. THIS MEMORANDUM HAS BEEN PREPARED BY THE COMPANY SOLELY FOR USE IN CONNECTION WITH THE PROPOSED GOLDN TOKEN OFFTAKE AGREEMENT (THE "OFFTAKE AGREEMENT") AND THE ASSOCIATED COMMERCIAL FORWARD SALE OF GOLD (THE "OFFERING"). THE COMPANY IS SOLELY RESPONSIBLE FOR THE CONTENTS OF THIS MEMORANDUM.

NATURE OF THE OFFERING

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY **GOLDN TOKENS** (THE "**TOKENS**") BY ANY PERSON IN ANY JURISDICTION WHERE SUCH OFFER OR SOLICITATION WOULD BE UNLAWFUL. THE TOKENS EVIDENCE PRE-PAID OFFTAKE RIGHTS FOR THE FUTURE DELIVERY OF REFINED GOLD BULLION PURSUANT TO A COMMERCIAL FORWARD-DELIVERY CONTRACT. THE TOKENS DO NOT CONSTITUTE SHARES, EQUITY, DEBT OR ANY OTHER FORM OF SECURITY OR INVESTMENT INSTRUMENT.

NEITHER THE DELIVERY OF THIS MEMORANDUM NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, IMPLY THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY DATE SUBSEQUENT TO THE DATE HEREOF OR THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY AFTER SUCH DATE. NOTHING CONTAINED HEREIN SHOULD BE RELIED UPON AS A PROMISE OR REPRESENTATION REGARDING FUTURE PRODUCTION OR PERFORMANCE. THE COMPANY DOES NOT UNDERTAKE ANY OBLIGATION TO UPDATE OR REVISE THIS MEMORANDUM.

COMPANY RESPONSIBILITY AND LIMITATION OF LIABILITY

THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR REPRESENTATIONS, EXPRESS OR IMPLIED, CONTAINED IN, OR FOR OMISSIONS FROM, THIS MEMORANDUM OR ANY OTHER WRITTEN OR ORAL COMMUNICATION TRANSMITTED TO ANY PROSPECTIVE PURCHASER IN THE COURSE OF EVALUATING THE OFFERING. UNTIL EXECUTION OF A DEFINITIVE SUBSCRIPTION AND OFFTAKE AGREEMENT, THE COMPANY RESERVES THE ABSOLUTE RIGHT, IN ITS SOLE DISCRETION, TO MODIFY OR AMEND THE TERMS OF THE OFFERING, APPROVE OR REJECT ANY PROSPECTIVE PURCHASER, ACCEPT OR REJECT ANY SUBSCRIPTION IN WHOLE OR IN PART, OR WITHDRAW THE OFFERING ENTIRELY, WITHOUT LIABILITY OF ANY KIND.

DUE DILIGENCE AND INFORMATION ACCESS

THIS MEMORANDUM SUMMARIZES CERTAIN PROVISIONS OF OPERATIVE DOCUMENTS AND AGREEMENTS. SUCH SUMMARIES ARE NOT COMPLETE AND ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE FULL TEXTS OF THOSE DOCUMENTS. COPIES OF THE UNDERLYING AGREEMENTS AND TECHNICAL REPORTS ARE AVAILABLE UPON REASONABLE REQUEST. PROSPECTIVE PURCHASERS ARE EXPECTED TO CONDUCT THEIR OWN INDEPENDENT REVIEW OF THE COMPANY, THE OFFTAKE AGREEMENT, AND THE COMMERCIAL AND OPERATIONAL RISKS INVOLVED.

CONFIDENTIALITY AND USE

THIS MEMORANDUM IS PERSONAL TO EACH OFFEREE AND MAY NOT BE REPRODUCED, DISTRIBUTED, OR DISCLOSED TO ANY PERSON OTHER THAN THE RECIPIENT'S PROFESSIONAL ADVISORS DIRECTLY INVOLVED IN EVALUATING PARTICIPATION IN THE OFFTAKE AGREEMENT. BY ACCEPTING THIS MEMORANDUM, EACH RECIPIENT AGREES (1) NOT TO DISCLOSE THE FACT THAT IT HAS RECEIVED THIS MEMORANDUM OR ANY RELATED INFORMATION, (2) TO USE THIS MEMORANDUM SOLELY FOR THE PURPOSE OF EVALUATING PARTICIPATION IN THE OFFTAKE AGREEMENT, AND (3) TO RETURN OR DESTROY THIS MEMORANDUM AND ALL RELATED DOCUMENTS IF IT ELECTS NOT TO PARTICIPATE OR IF THE OFFERING IS WITHDRAWN.

REGULATORY STATUS

THE TOKENS HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR FOREIGN JURISDICTION. THE OFFERING IS MADE SOLELY AS A COMMERCIAL FORWARD SALE OF A COMMODITY (GOLD) IN RELIANCE UPON AVAILABLE EXEMPTIONS FROM REGISTRATION. TOKENS MAY BE OFFERED AND SOLD ONLY TO NON-U.S. PERSONS (AS DEFINED IN REGULATION S) OR TO PERSONS OTHERWISE QUALIFIED UNDER AN APPLICABLE EXEMPTION.

TOKENS MAY NOT BE TRANSFERRED OR RESOLD EXCEPT IN COMPLIANCE WITH THE OFFTAKE AGREEMENT, THE OPERATING AGREEMENT OF DIGIX MASTER SERIES LLC, AND ALL APPLICABLE LAWS. TOKENS ARE TRANSFERABLE ONLY AMONG VERIFIED, KYC-QUALIFIED PARTICIPANTS.

THE TOKENS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION, OR ANY OTHER REGULATORY AUTHORITY. NO SUCH AUTHORITY HAS PASSED UPON OR ENDORSED THE MERITS OF THIS COMMERCIAL OFFERING OR THE ACCURACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

PURCHASER ACKNOWLEDGMENTS

BY SUBSCRIBING FOR TOKENS, EACH PURCHASER ACKNOWLEDGES AND AGREES THAT IT IS ACQUIRING THE TOKENS SOLELY FOR THE PURPOSE OF TAKING DELIVERY OF PHYSICAL GOLD BULLION UNDER THE OFFTAKE AGREEMENT AND NOT AS AN INVESTMENT OR WITH AN EXPECTATION OF PROFIT FROM THE EFFORTS OF OTHERS; THAT IT HAS HAD THE OPPORTUNITY TO REQUEST AND REVIEW ADDITIONAL INFORMATION NECESSARY TO VERIFY THE ACCURACY OF THE DATA PROVIDED; AND THAT NO PERSON HAS BEEN AUTHORIZED TO MAKE ANY STATEMENT OR REPRESENTATION CONCERNING THE COMPANY OR THE TOKENS OTHER THAN AS SET FORTH IN THIS MEMORANDUM AND THE OFFTAKE AGREEMENT.

INTERNATIONAL COMPLIANCE

IT IS THE RESPONSIBILITY OF ANY PERSON OUTSIDE THE UNITED STATES WHO WISHES TO PARTICIPATE IN THE OFFERING TO COMPLY WITH ALL APPLICABLE LAWS OF ANY RELEVANT JURISDICTION, INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR REGULATORY CONSENTS AND OBSERVING ANY OTHER FORMALITIES.

FORWARD-LOOKING STATEMENTS

STATEMENTS REGARDING FUTURE OPERATIONS, PRODUCTION, OR DELIVERY SCHEDULES ARE FORWARD-LOOKING AND SUBJECT TO SIGNIFICANT RISKS AND UNCERTAINTIES. ACTUAL RESULTS MAY DIFFER MATERIALLY. PROSPECTIVE PURCHASERS SHOULD CAREFULLY REVIEW THE RISK FACTORS CONTAINED IN THIS MEMORANDUM AND THE OFFTAKE AGREEMENT BEFORE
SUBSCRIBI

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PROCEDURES FOR SUBSCRIBING — GOLDN_OT TOKEN OFFTAKE AGREEMENT

The Company intends to market this Offtake Offering through the Digix Platform and directly to qualified commercial participants seeking forward delivery of physical gold bullion. Subscriptions will be accepted solely from verified, KYC-approved purchasers (the “Offtakers”) who execute a GOLDN_OT Token Subscription Agreement and Offtake Agreement in the form provided by the Company.

The Company may conduct an initial closing on any number of accepted subscriptions for Tokens at any time during the Offering once it has received confirmation of eligibility and completion of onboarding requirements under the Digix Platform’s compliance procedures. Thereafter, the Company may hold one or more additional closings until the Offering is fully subscribed or the Company determines to cease accepting further subscriptions.

Proceeds will be closed and applied based on the minimum initial subscription threshold established under the Company’s commercial plan. The timing of additional closings following the initial closing may be determined by the Company in its discretion, taking into account (i) aggregate proceeds received, (ii) operational milestones within the Digix Reserve-to-Vault schedule, and (iii) logistical readiness for delivery or storage allocation.

Each subscription for Tokens constitutes a binding commitment to purchase the corresponding quantity of gold under the Offtake Agreement. Subscriptions are subject to acceptance by the Company, which reserves the right, in its sole discretion, to reject any application in whole or in part. Upon acceptance by the Company, the subscription becomes irrevocable, and the non-refundable down-payment component is immediately due and payable in accordance with the executed Offtake Agreement.

Neither Digix Holding Inc., Digix Master Series LLC, nor any of their affiliates has made, or is obligated to make, any representation or warranty as to the desirability, advisability, or financial performance of entering into this Offtake Agreement or acquiring Tokens. Participation in this Offering constitutes a commercial purchase of a physical commodity for future delivery, and not an investment in a security or financial instrument. Each prospective purchaser must rely solely upon its own commercial judgment and independent due diligence in evaluating this Offering.

FORWARD-LOOKING STATEMENTS

This Memorandum contains certain **forward-looking statements** relating to the Company's planned mining, processing, and delivery activities, including anticipated production volumes, development timelines, operating costs, reserve conversion plans, and logistics associated with fulfilling the GoldN Token Offtake Agreement. Forward-looking statements typically can be identified by the use of words such as "may," "could," "would," "will," "anticipate," "estimate," "should," "expect," "believe," "intend," "target," "plan," "project," "forecast," and similar expressions. Forward-looking statements may also include statements relating to projected capital expenditures, throughput capacity, mine life, and other operational metrics.

The forward-looking statements in this Memorandum are based upon management's current beliefs, assumptions, and expectations regarding the Company's future operations and operating environment, taking into account information presently available. These statements are **not** statements of historical fact. Forward-looking statements involve risks and uncertainties, some of which are not currently known to the Company's management, that may cause actual operational results, production levels, delivery timing, or cost structure to differ materially from those expressed or implied in any forward-looking statements.

A variety of factors that could cause actual results to differ materially include, among others, geological risk, mining and processing performance, equipment availability, permitting and regulatory approvals, changes in applicable law, political and social conditions in the jurisdictions of operation, gold price volatility, logistics and transportation constraints, force majeure events, and the other factors disclosed under "**RISK FACTORS**" in this Memorandum.

All forward-looking statements attributable to the Company or to persons acting on its behalf are expressly qualified in their entirety by these cautionary factors. The Company undertakes no obligation to update or revise any forward-looking statements, except as may be required under **applicable law**, whether as a result of new information, future events, or otherwise. The foregoing factors, and the risks described under "**RISK FACTORS**," should be carefully considered in evaluating the Company's ability to carry out its mining and offtake obligations and in assessing the commercial risks associated with participation in the Offtake.

All communications or inquiries relating to the Company and this Offtake Offering should be directed to the following individuals:

Contacts:

Philip A. Falcone

CEO

Email: Pfalcone@digixinc.io

Sharon Knoller

COO/Marketing

Email: Sknoller@digixinc.io

Or:

INFO@GoldnDigital.io

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Executive Summary

This Offtake Memorandum introduces the GOLDN_OT Token, a pioneering commercial forward-sale structure that enables qualified purchasers to pre-purchase future delivery of refined gold bullion at a fixed forward price, supported by certified in-ground reserves and the Company's active mining operations.

Under this structure, participants acquire prepaid offtake rights to gold reserves initially secured by 43-101-certified resources from the San Gregorio Vein (Nieves Mine, Mexico) and subsequently fulfilled through production from the Digix Reyes-controlled concessions of Iglesiasani, Maripani, Flor, 6 de Agosto, Tora, and Colosal, located across approximately 9,758 acres of mineral-rich ground in and around La Paz, Bolivia (collectively, the "Digix Reyes Mining Projects").

Each Token represents a fractional offtake entitlement equal to 0.00005 troy ounces of gold. For settlement purposes, 20,000 Tokens correspond to one (1) troy ounce of refined bullion, offered under the Offtake Agreement at a total forward price of US \$1,550 per ounce. This price consists of:

- a non-refundable down-payment of US \$395 per ounce payable at subscription; and*
- a deferred balance of US \$1,155 per ounce, payable when the corresponding bullion is available for physical delivery or allocated vault storage.*

As production proceeds, the underlying collateral transitions from certified in-ground reserves to refined bullion, completing Digix's "Reserve-to-Delivery" process. The Company anticipates initial mining and refining operations to commence within approximately four to five months following completion of the initial subscription round, with progressive deliveries beginning shortly thereafter and full fulfillment of approximately 49,000 ounces expected within an estimated 24-month period.

Throughout the production and delivery cycle, token holders maintain continuous exposure to identified, fully collateralized gold reserves, with rights to take delivery of bullion at the agreed forward price. This structure provides participants with a commercially certain acquisition price for gold, while the offtake collateralization ensures each Token remains directly linked to measurable production capacity and output.

This Memorandum outlines the pricing framework, issuance and delivery mechanics, purchaser safeguards, and the progressive collateralization process by which in-ground reserves are converted into deliverable gold. Tables and schedules describe how offtake entitlements are fulfilled in successive delivery tranches, the schedule for down-payment and balance settlement, and the operational milestones governing refinery output and vault allocation.

A section titled Key Risks highlights operational, logistical, and commodity-market factors that could affect mining or delivery timelines. A Disclaimer section details the limitations of this Memorandum, while the Offtake Agreement sets forth the binding commercial terms governing purchase, delivery, and title transfer.

The following material is intended to summarize information contained elsewhere in this Memorandum. This summary is qualified in its entirety by express reference to this Memorandum and the materials referred to and contained herein. Each prospective purchaser should carefully review the entire Memorandum and all materials referred to herein and conduct his, her or its own due diligence before

Key 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 (¼) 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. 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-accredited 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 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” **“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 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 \$1,550.00) 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 and risk.

“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 stages:

(a) GOLDN_OT Tokens (Offtake Tokens), representing paid pre-paid offtake rights pending completion of the Deferred Payment; **GOLDN_OT** Tokens will be issued upon purchase and delivered to the Purchaser’s wallet of choice within 5 business days 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.

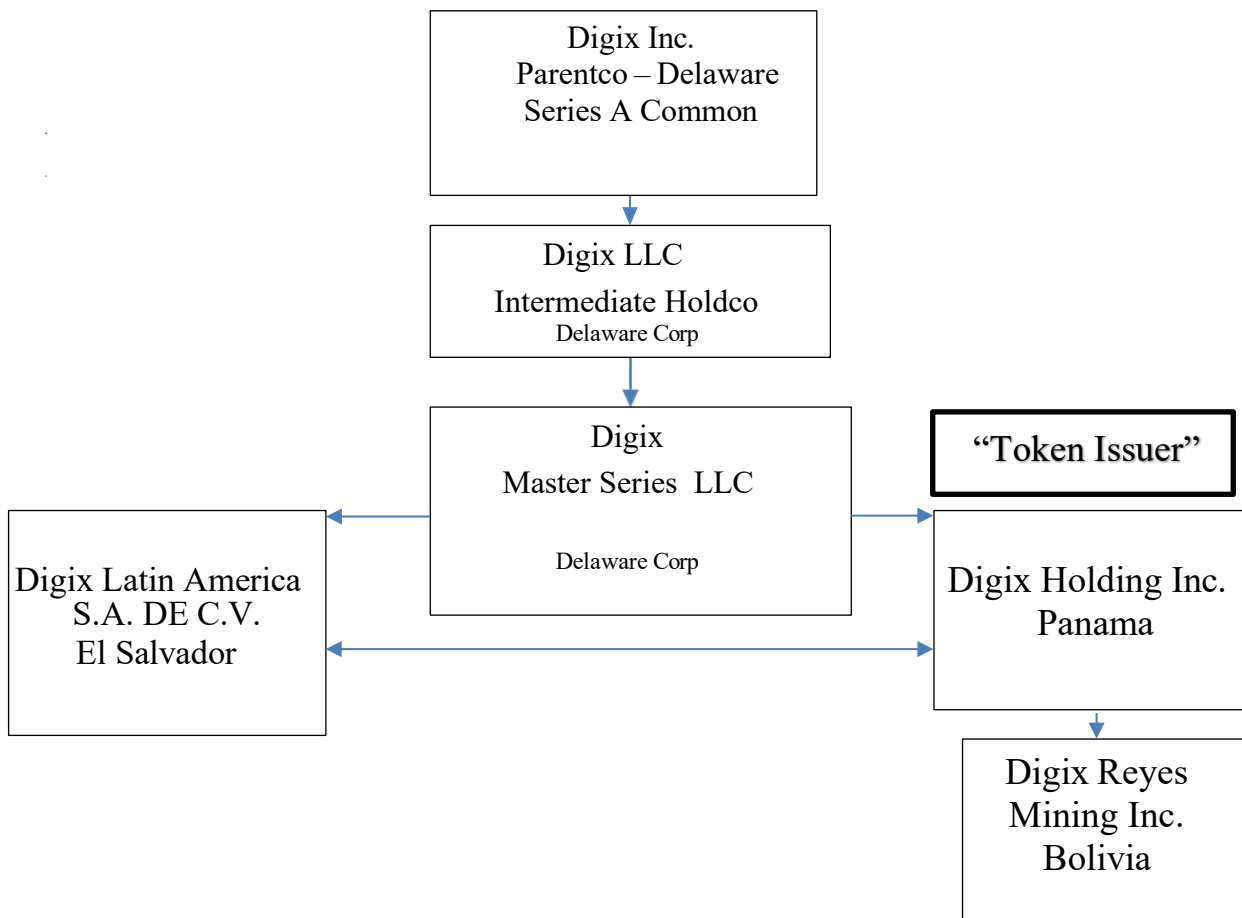
Other capitalized terms have meanings assigned in context.

Digix Inc. – Parent Holding Company

The Company was formed as a Delaware corporation on January 1, 2024. The Company is a U.S. incorporated holding company organized for the purpose of creating a real-world asset tokenization platform held either directly or through direct ownership in one of the company's subsidiaries. The company allows investors to directly own Class A Common Shares and Preferred Shares convertible into Class A Common shares.

A. Group Structure

Digix, Inc., a Delaware corporation, is the parent holding company of the Digix group. Beneath it is Digix Intermediate Holdco (Delaware), which owns Digix Master Series LLC (Delaware). Digix Master Series LLC serves as the operating umbrella and owns Digix Latin America, an entity responsible for managing the Group's crypto and tokenization licenses. Digix Latin America in turn wholly owns Digix Holding Inc., a Panamanian company that will serve as the issuing vehicle for the GOLDN Token Offtake Offering. Digix Holding Inc. holds the rights to 49,000 ounces of certified in-ground gold reserves at the Nieves Mine, which collateralize the initial GOLDN Token issuance. Digix Holding Inc. also owns Digix Reyes Mining S.A., which manages the Group's mining operations in Bolivia and provides the production base for future bullion deliveries into the token structure.



The ownership of the Digix Organization is as follows:

Entity	Ownership	Type of Shares
Digix, Inc.	100% by Insiders and Private Investors	Series A Common and Convertible Preferred
Digix LLC	100% by Digix, Inc.	Common
Digix Master Series LLC	100% by Digix LLC	Common
Digix LATAM – El Salvador Digix Holding Inc. - Panama	99% by Digix Master Series LLC/1% by Insiders	Common
Digix Reyes Mining S.A.	99% by Digix Holding Inc. and 1% by Insiders	Common

B. Digix Holding Inc. (Panama)

Digix Holding, Inc. is a Panamanian domiciled company created to capitalize on blockchain technology and the digitizing of assets, offering digital tokens representing rights to assets. The company aims to revolutionize the landscape by providing a secure, transparent and efficient platform for tokenizing assets of both U.S. and international companies and selling these digital tokens to purchasers, making them accessible to a broad range of investors globally.

C. Commercial Structure of the GOLDN_OT Token

The objective of Digix Holding Inc.'s inaugural GOLDN_OT Token Program is to facilitate a structured, pre-paid forward sale of gold that provides the Company with the working capital required to expand its mining operations and secure additional gold-bearing assets. Proceeds from the Offering will be applied to the acquisition of additional reserves and equipment, including mining and processing systems for projects under the Company's operational control in Bolivia and for the continued advancement of properties in the United States and globally that are under review.

The initial Token issuance will be collateralized by approximately 49,000 troy ounces of Company-controlled, certifiable in-ground gold reserves located within the San Gregorio Vein of the Nieves Mine in Mexico, as referenced in a comprehensive NI 43-101 Technical Report (see *Exhibit G*). These certified ounces provide the initial collateral base supporting the Offtake structure, ensuring that each Token is backed by independently verifiable, quantifiable gold resources.

While the Nieves reserves serve as the certified collateral foundation, production and delivery of gold bullion will be sourced from the Company's active mining operations within the Reyes Mining portfolio—specifically, the Iglesiasni, Tora, Maripani, Flor, 6 de Agosto, and Colosal concessions covering approximately 9,758 acres of mineralized ground in and around La Paz, Bolivia. All refined bullion produced from these projects will be delivered under the terms of the Gold Offtake Agreement to fulfill Token redemption obligations.

Each Token represents a commercial offtake right to receive refined gold bullion at a fixed forward price established under the Offtake Agreement. As reserves are mined and refined, the resulting bullion will be into an LBMA-standard vault for allocation to Token holders. This process completes the Company's "Reserve-to-Delivery" strategy, whereby in-ground certified reserves are progressively replaced with refined, deliverable gold held in custody for purchasers. Upon notification of availability, Token holders will elect physical delivery or allocated vault storage in their name, pursuant to the Offtake Agreement.

Digix Holding Inc. will receive compensation in the form of cash proceeds and retained Tokens as consideration for the sale and delivery obligations performed under the Offtake structure and for the management, mining, and refining services required to complete each delivery tranche.

1. Summary of Terms of the GOLDN_OT Token Offering

Digix Holding Inc. (the "Company") is offering up to 930,000,000 GOLDN_OT Tokens (the "Tokens") under a commercial Gold Offtake Agreement representing prepaid rights to the future delivery of refined gold bullion. Upon completion of this Offering, a total of approximately 980,000,000 Tokens will be issued and outstanding on a fully subscribed basis.

Each Token corresponds to a fractional delivery entitlement of 0.00005 troy ounces of gold, or 20,000 Tokens per ounce. The Offering is supported by 49,000 troy ounces of certified, in-ground gold reserves from the San Gregorio Vein of the Nieves Mine in Mexico, which are documented in a comprehensive NI 43-101 Technical Report (*see Exhibit G*). These certified ounces provide the initial collateral base for the Offering. Digix Holding Inc. holds the contractual right to designate these reserves as collateral for the Offtake structure, although the Nieves property is operated by a third party and not owned by Digix.

While the Nieves reserves serve as the certified collateral foundation, delivery of refined bullion to Token holders will be sourced from Digix-controlled and operated mines as they come online—specifically the Iglesias, Maripani, Tora, Flor, 6 de Agosto, and Colosal concessions, encompassing approximately 9,758 acres of mineralized ground in and around La Paz, Bolivia. This diversified production base (the "Reyes Mining Projects") ensures multiple sources of supply and mitigates delivery risk through parallel operational streams.

For settlement purposes, 20,000 Tokens correspond to one (1) troy ounce of gold, offered under this commercial offtake arrangement at a total forward price of US \$1,550 per ounce, consisting of:

STAGE 1: GOLDN_OT TOKEN = \$.01975/token (DOWN PAYMENT)

STAGE 2: GOLDN_SET TOKEN = \$.05775/token (DEFERRED PAYMENT on DELIVERY)

As production progresses, refined gold bullion shall be delivered into one or more LBMA-standard vault for allocation to Token holders in accordance with the terms of the Offtake Agreement. Upon the Seller's notification that the full quantity of refined bullion corresponding to the Offering (49,000 troy ounces) has been produced and deposited, and upon the Buyer's payment of the Deferred Purchase Price through purchase of the GOLDN_SET token, the Buyer's corresponding GOLDN_OT Tokens shall be burned ("extinguished"), and an equivalent quantity of GOLDN_SET Tokens shall be minted ("created") and issued to such Buyer.

The issuance of GOLDN_SET Tokens shall constitute conclusive evidence that (i) the Buyer has fully satisfied its deferred payment obligation, and (ii) the Buyer has acquired a vested right to either (a)

Physical Delivery of the corresponding bullion at its expense, or (b) Allocated Vault Storage in its name at an LBMA-standard facility designated by the Seller.

Deliveries to the LBMA vaults are expected to commence approximately four to five months after completion of the initial subscription round and shall be executed progressively over an estimated twenty- (20) to twenty-four (24) month period, subject to prevailing mining and refining conditions at the Digix-controlled properties.

Throughout this period, each Token shall remain continuously collateralized—initially by certified in-ground reserves (including the 43-101 compliant reserves of the San Gregorio Vein within the Nieves Mine, Mexico) and subsequently by refined bullion as conversion occurs. This ensures that every outstanding Token corresponds to a verifiable, measurable gold asset earmarked for allocation or delivery to Token holders.

Tokens are transferable solely among verified, KYC-qualified participants on the Digix Platform or other approved digital asset marketplaces that support commodity backed instruments. Depending on platform liquidity, holders may transfer or trade their Tokens at prevailing market prices, subject to the restrictions set forth in the Offtake Agreement and applicable law.

This commercial structure aligns participants directly with Digix’s Reserve-to-Delivery process—where certified reserves are progressively mined, refined, and delivered—linking the prepaid offtake rights represented by the Tokens to tangible, deliverable gold under a defined contractual framework.

2. Payment, Delivery, and Settlement Mechanics

Each Token represents a fractional interest in a prepaid offtake entitlement for refined gold bullion under a two-stage payment structure, consisting of a Down Payment and a Deferred Payment. The Down Payment—equal to the token holder’s pro-rata share of US \$395 per ounce valuation—is due upon subscription and secures the holder’s fractional interest in the certified in-ground gold reserves serving as collateral for the Offering. The Deferred Payment—representing the remaining token holder’s pro-rata share of the remaining \$1,155 per ounce component of the US\$1,550 fixed forward price—is payable only upon the Seller’s written notice that the corresponding refined bullion has been delivered into an LBMA-standard vault and is available for allocation or delivery. Upon receipt of such notice, each holder shall have thirty (30) calendar days to elect in writing one of the following settlement options and sixty (60) calendar days to make the final payment:

(i) Physical Delivery, in which the holder assumes title to and risk of loss of the corresponding bullion upon delivery FOB Vault, subject to applicable shipping and insurance costs borne by the holder; or

(ii) Allocated Vault Storage, under which the bullion is held in the holder’s name within the Digix-Brinks custody program, fully insured and subject to independent audit and verification.

Delivery verification is conducted jointly by Digix and its appointed vault operator and auditors, confirming bar serial numbers, weights, and assay certificates prior to title assignment. Upon confirmation and payment of the Deferred Purchase Price, the holder’s GOLDN_OT Tokens are burned and an equal number of GOLDN_SET Tokens are minted, signifying full satisfaction of the payment obligation and the holder’s right to the corresponding physical or allocated bullion.

All deliveries and settlements are recorded within the Digix Digital Payment Ledger, which immutably logs payment completion, delivery verification, Token conversion, and fractional pooling data, ensuring transparent and auditable confirmation of every transaction. This framework provides holders with flexible settlement options, continuous collateralization, and a verifiable, end-to-end record of custody and ownership from reserve to vault.

3. Fractional and Optional Settlement Terms

Given that each troy ounce of gold corresponds to 20,000 Tokens, Token holders may hold quantities below one full ounce (the Minimum Deliverable Unit). To accommodate fractional ownership while maintaining commercial delivery efficiency, Digix provides for Aggregation and Pooling Rights and Optional Settlement for Fractional Balances.

Aggregation and Pooling Rights:

Holders with fractional Token balances may elect, or may be included at Digix's discretion, to participate in a pooled allocation arrangement. Under this structure, multiple holders' fractional Token positions are aggregated into whole-ounce units for settlement or vault allocation. Each participant maintains a pro-rata beneficial interest in the underlying bullion held in Allocated Vault Storage, with proportional rights to value, insurance coverage, and audit confirmation. Pooling arrangements are maintained transparently within the Payment Ledger, ensuring all entitlements remain verifiable and auditable.

Optional Settlement for Fractional Balances:

Holders whose aggregate Token positions remain below one (1) troy ounce after all aggregation efforts may, at Digix's discretion, have their fractional positions settled through one of the following means:

- (i) continued vault retention under an allocated fractional account;
- (ii) inclusion in a future pooling cycle; or
- (iii) cash or digital bullion credit settlement equal to the holder's pro-rata value based on the prevailing 30-day VWAP of spot gold at the time of settlement.

Such settlements shall constitute full and final satisfaction of the holder's corresponding Token entitlement.

All fractional and pooled settlements are subject to the same verification, insurance, and audit protocols as whole-ounce deliveries. Upon final settlement—whether by delivery, vault allocation, or optional fractional payment—the corresponding Tokens are burned, and the ledger is updated to reflect completion of the offtake obligation.

Through this structured process, Digix ensures continuous one-to-one asset coverage, operational flexibility for fractional participants, and a transparent mechanism for final settlement, maintaining both commercial integrity and physical traceability from in-ground reserve to vaulted bullion.

4. Notices and Communications

All notices, communications, and confirmations related to this Offtake Program—including delivery notifications, payment confirmations, election requests, and settlement instructions—shall be transmitted in accordance with the following procedures, ensuring verifiable delivery, receipt, and record integrity.

(a) Delivery Notices

1. Upon delivery of refined bullion into a LBMA-standard vault, Digix Holding Inc. (“Seller”) shall issue a formal Delivery Notice to all Token holders. Each Delivery Notice shall include:

- The total quantity of bullion delivered;

2. Upon delivery of the final aggregate quantity of forty-nine thousand (49,000) troy ounces of refined gold bullion into one or more LBMA-standard vaults, Digix Holding Inc. (the “Seller”) shall issue a formal Delivery Written Notice to all Token holders. Such Delivery Written Notice shall be (i) posted to each holder’s account on the Digix Platform Dashboard and (ii) transmitted electronically to the contact details on file for each holder.

Each Delivery Written Notice shall include, at a minimum:

- Confirmation of Completion – a statement that the full 49,000 troy ounces of refined bullion referenced in the Offtake Agreement have been produced, verified, and deposited into the designated LBMA-standard vault(s);
- Holder Allocation – the specific quantity of bullion (in troy ounces and/or fractional ounces) corresponding to that holder’s Token position and Offtake Quantity;
- Deferred Payment Amount – the aggregate Deferred Payment due from that holder (calculated at US \$1,155 per troy ounce or pro-rata per token holdings, and as otherwise provided in this Agreement), together with the applicable currency and acceptable payment methods;
- Election Date and Deadlines – the Election Date, the deadline by which the holder must elect Physical Delivery or Allocated Vault Storage, and the Deferred Payment Date by which the Deferred Payment must be received in full;
- Delivery and Storage Options – a summary of available settlement options, including Physical Delivery (FOB Vault), Allocated Vault Storage, and any applicable procedures for Fractional Delivery, Aggregation and Pooling, or Optional Settlement for fractional balances;
- Vault and Custodian Details – identification of the vault custodian (e.g., Brinks or other LBMA-standard vault), the jurisdiction of storage, and a reference to the bar list or certificate set applicable to the delivery batch; and
- Instructions and Contacts – practical instructions for submitting elections and making payments via the Digix Platform Dashboard, together with contact details for Seller’s support or compliance representatives for any questions relating to the Delivery Written Notice.

The issuance of the Delivery Written Notice shall trigger the Election Date and the commencement of the period for payment of the Deferred Payment, in accordance with the terms of this Agreement.

(b) Holder Elections

Each holder shall have thirty (30) calendar days from the date of a Delivery Written Notice to make an election, in writing or through the Digital Payment Ledger interface, specifying:

- the chosen settlement method (Physical Delivery, Allocated Vault Storage, or Optional Settlement); and
- confirmation of the holder's payment of the Deferred Purchase Price in full.

Failure to submit a valid election or complete payment within the Delivery Window shall constitute a Default, subject to the remedies set forth in this Offering Memorandum and the Offtake Agreement.

(c) Confirmation of Receipt and Verification

Upon receipt of the holder's Deferred Payment, the Seller shall issue a Delivery Confirmation Notice, verifying that:

- Payment has been received in full;
- The holder's Tokens have been converted from GOLDN_OT to GOLDN_SET status; and
- Title to the corresponding bullion has been recorded in the Collateral Registry and allocated to the holder's account.

Each Delivery Confirmation Notice shall also provide details of the corresponding bar list (serial numbers, weights, and purity certifications) and vault location. This constitutes legal confirmation of ownership and completion of the holder's purchase obligation.

(d) General Communications

All other notices, statements, and disclosures relating to Token issuance, audit updates, and vault reports shall be delivered electronically via:

- The Digix Platform Dashboard,
- Registered email correspondence, or
- Other secure, authenticated digital channels approved by Digix.

Holders are deemed to have received notice upon (i) electronic transmission through the platform or (ii) email delivery to the address provided in the subscription documentation.

All notices transmitted under this section are legally binding and admissible as evidence of communication and compliance under Delaware law, Regulation S, and applicable international commercial standards.

5. Summary - Delivery Verification and Audit Confirmation Procedures

To ensure full traceability, asset integrity, and verifiable compliance with the Offtake Agreement, all physical deliveries, vault allocations, and Token conversions are subject to a structured, independently verified Delivery Verification and Audit Confirmation Protocol administered jointly by Digix Holding Inc., Digix Reyes Mining S.A., and approved third-party auditors.

(a) Refining and Bar Certification

Each production batch refined under the Digix Reyes Mining S.A. operations is accompanied by a unique batch certificate, assay report, and serial number log prepared by the LBMA-standard refinery.

Refined gold bars are marked with the refinery's stamp, fineness (minimum 99.9%), serial number, and gross weight. These identifiers are recorded in the Digix Collateral Registry and verified by the Seller prior to transfer into vault custody.

Upon arrival at the vault, each bar undergoes a secondary verification by Brinks personnel, confirming serial numbers, purity, and weight against the refinery certificates. This dual verification process establishes the bar's formal eligibility for inclusion within the GOLDN collateral pool.

(b) Vault Intake and Independent Verification

All vault transfers are conducted under the custody of Brinks Bolivia S.A. and the Brinks Global Precious Metals Network, ensuring compliance with LBMA Good Delivery logistics and ISO 28000 Supply Chain Security Standards.

Upon vault intake, Brinks issues a Vault Receipt and Custody Certificate identifying:

- The number and serial numbers of bars received;
- The total fine gold content; and
- The vault facility location and insured value.

An independent auditor (e.g., Bureau Veritas, SGS, or other accredited firm) performs reconciliation between Brinks records and the Digix Collateral Registry within five (10) business days of each delivery event.

(c) Token Conversion Verification

Once physical delivery has been verified and confirmed, the Seller initiates the Token Conversion Process, wherein:

- The corresponding GOLDN_OT Tokens are burned;
- An equivalent number of GOLDN_SET Tokens are minted and issued to holders who have completed the Deferred Payment; and
- Each conversion event is immutably recorded in the Digix Digital Payment Ledger, referencing the specific bar numbers and vault certificates supporting that delivery batch.

The Digital Payment Ledger serves as the official record of conversion, allocation, and ownership of vaulted bullion, creating a one-to-one correspondence between digital Tokens and physical gold under custody.

(d) Audit Confirmation and Periodic Reconciliation

Independent third-party auditors conduct quarterly and annual reconciliations of the physical vault holdings, refinery output, and Token ledger balances.

Each audit verifies that:

- The total refined bullion held in vault custody equals or exceeds the total Token entitlements outstanding;
- All Tokens marked as “settled” are supported by verified bullion; and
- Any fractional, pooled, or optional settlements are reflected accurately in the Payment Ledger and Collateral Registry.

Upon completion, the auditor issues a Chain-of-Custody Audit Certificate, co-signed by Digix and Brinks, summarizing verified quantities, purity, and locations. Non-confidential summaries are published through the Digix Transparency Portal for Token holder and regulatory review.

(e) Exception Management

Any discrepancy between vault holdings and ledger balances, or any material variance identified in audit reports, triggers immediate notification to Digix compliance and the auditor.

If collateral substitution or correction is required, it must occur within thirty (30) days of discovery, at Digix’s sole expense, and a follow-up audit will confirm full restoration of one-to-one collateral coverage.

(f) Legal and Regulatory Assurance

All Delivery Verification and Audit Confirmation Procedures are designed to comply with:

- LBMA Responsible Gold Guidance (RGG 9);
- OECD Due Diligence Guidance for Responsible Supply Chains of Minerals; and
- Delaware Uniform Commercial Code (6 Del. C. § 2-401) regarding transfer of title and risk of loss.

This ensures that every GOLDN Token corresponds to identifiable, insured, and independently verified bullion, fully traceable from extraction through final vault allocation.

(g) Summary

Through this multi-tiered verification and audit system, Digix provides Token holders and regulators with institutional-grade assurance of continuous one-to-one collateralization, secure title transfer, and transparent delivery accountability.

Each phase—extraction, refining, vaulting, and digital conversion—is independently verified and permanently recorded, maintaining an unbroken chain of custody that guarantees every Token is fully backed by real, verifiable, and deliverable gold.

6. Transparency and Public Reporting Policy

(a) Purpose and Commitment

Digix Holding Inc. is committed to maintaining the highest levels of transparency, accountability, and investor trust by ensuring that the physical bullion and digital Tokens underlying the GOLDN Offtake Program are continuously verifiable and publicly auditable.

This policy establishes the Company's framework for periodic disclosure of custody, audit, and collateral information to Token holders, auditors, and regulatory authorities.

(b) Public Collateral Reporting

The Company will maintain a continuously updated, publicly accessible Transparency Portal providing real-time or near real-time information regarding:

1. Total Tokens Issued and Outstanding (GOLDN_OT and GOLDN_SET);
2. Aggregate Fine Gold Holdings (expressed in ounces and grams);
3. Vault Location Summaries (country, custodian, and facility identifier);
4. Audit Status (most recent audit date, auditor of record, and certificate link); and
5. Collateral Coverage Ratio confirming that the total refined bullion held in custody equals or exceeds all Token entitlements in circulation.

This data will be presented in standardized formats consistent with LBMA reporting protocols and updated after each production and vault delivery cycle.

(c) Publication of Audit Summaries

Following completion of each quarterly and annual audit, the independent auditor will issue a Chain-of-Custody Audit Certificate, confirming reconciliation between the physical bullion inventory and the Token ledger.

Non-confidential summaries of each report—including verified gold quantity, fineness, custodian location, and total Token liability—will be published via:

- The Digix Transparency Portal;
- The Company's official website; and
- Periodic communications to registered Token holders.

Each audit summary will include the auditor's signature, report date, and applicable assurance standards (ISAE 3000 or SSAE 18).

(d) Vault and Custody Disclosures

For security reasons, vault-level information will be disclosed at a summary level (country, facility identifier, custodian name) without revealing specific bar locations. However, full bar lists—including serial numbers, weights, and assays—will be accessible to independent auditors, regulatory bodies, and qualified institutional counterparties under confidentiality agreements

All bullion remains insured under comprehensive policies issued by Brinks Global Services or equivalent LBMA-standard custodians, with certificates of insurance maintained on file and available for regulatory review.

(e) Token Ledger Transparency

The Digix Digital Payment Ledger and Collateral Registry will publish anonymized, aggregate statistics confirming:

- The total supply of GOLDN_OT and GOLDN_SET Tokens;
- The cumulative number of Tokens converted, burned, or settled; and
- Corresponding bar counts and vault ounces.

All ledger events (issuance, burn, conversion, or fractional settlement) are immutably recorded on-chain, providing publicly verifiable proof of collateralization without disclosing holder identities.

(f) External Verification and Regulator Access

Authorized regulators, auditors, and institutional custodians will have access—under NDA and data-security protocols—to full supporting documentation including vault manifests, insurance certificates, assay reports, and reconciliation statements.

This ensures independent oversight and compliance with international anti-money-laundering (AML) and responsible-sourcing regulations.

(g) Frequency and Review

- Quarterly Public Updates: Summaries of physical gold balances and Token issuance activity.
- Annual Comprehensive Reports: Independent audit results, insurance confirmations, and full supply-chain reconciliation.
- Event-Driven Reports: Immediate disclosure of any collateral substitution, vault change, or audit exception.

This schedule guarantees that the public collateral data remains current, accurate, and verifiable.

(h) Assurance to Token Holders

Through continuous publication of custody and audit data, Digix provides Token holders with institutional-grade transparency equivalent to public-market disclosure standards.

Each Token is thus continuously traceable to its underlying bullion collateral, ensuring that the GOLDN ecosystem operates with verifiable integrity, continuous collateral coverage, and complete accountability from mine to vault

7. Governance, Compliance, and Oversight Policy

(a) Overview

Digix Holding Inc. (“Digix” or the “Company”) has established a comprehensive internal and external governance framework designed to ensure full compliance with applicable laws, operational integrity across its mining and refining subsidiaries, and continuous transparency throughout the lifecycle of the GOLDN Offtake Program.

This Governance and Compliance Policy integrate corporate oversight, anti-money-laundering (AML) controls, auditor independence, and operational accountability for all physical and digital components of the Offtake ecosystem.

(b) Governance Structure

The Company’s governance and oversight framework is comprised of three primary bodies:

1. The Board of Directors of Digix Holding Inc.

Responsible for overall strategic direction, fiduciary supervision, and final approval of policies affecting Token issuance, bullion custody, and offtake settlements.

The Board includes independent non-executive members to ensure impartiality and accountability.

2. The Compliance and Risk Committee (“CRC”)

A standing subcommittee of the Board charged with ensuring that all offtake, tokenization, and custody operations adhere to applicable Delaware commercial law, Panama corporate law, and international commodity trade regulations.

The CRC meets quarterly and reports directly to the Board, reviewing:

- AML/KYC compliance reports;
- Audit summaries and vault verification reports;
- Deferred payment tracking and Token conversion reconciliations; and
- Counterparty onboarding due diligence.

3. The Independent Audit and Custody Oversight Panel (“IACOP”)

A third-party advisory body composed of representatives from Digix’s external auditors (e.g., SGS, Bureau Veritas) and vault custodians (e.g., Brinks Global Services).

IACOP is tasked with validating the chain of custody, collateral integrity, and reporting accuracy of each delivery cycle and token issuance.

(c) Legal and Regulatory Compliance

The Company adheres to the following governing laws and standards:

- Delaware Uniform Commercial Code (6 Del. C. § 2-401) – governing transfer of title and risk of loss upon delivery;
- Regulation S under the U.S. Securities Act of 1933 – ensuring that all offers and sales are made exclusively to non-U.S. persons outside the United States;
- Panama Corporate and Tax Code – regulating the offshore entity structure for administrative and financing operations;
- LBMA Responsible Gold Guidance and OECD Responsible Supply Chain Guidance – ensuring ethical sourcing, human rights compliance, and traceability;
- FATF and FINTRAC AML Standards – ensuring all counterparties undergo comprehensive KYC, source-of-funds verification, and politically exposed person (PEP) screening.

All internal and external participants (subsidiaries, service providers, and purchasers) must comply with these frameworks as a condition of participation in the GOLDN program.

(d) AML / KYC and Counterparty Onboarding

Each prospective purchaser under the GOLDN Offtake Program must undergo AML and KYC screening conducted by Digix or its authorized compliance agent.

Verification includes:

- Identity documentation (passport, corporate registry, beneficial ownership declaration);
- Source-of-funds attestation and supporting bank statements;
- Sanctions screening against OFAC, UN, EU, and FATF lists; and
- Verification of jurisdictional eligibility (non-U.S. person under Rule 902(k)).

Purchasers that fail to meet AML/KYC standards are ineligible to participate, and any associated tokens will be voided prior to issuance.

(e) Audit Independence

All physical and financial audits related to bullion inventory, collateral, and token supply shall be conducted by independent third parties with no financial interest in Digix or its affiliates.

These auditors report directly to the Independent Audit and Custody Oversight Panel (IACOP) and provide certifications on:

- Bar count and purity verification;
- Vault insurance and custody confirmations;
- Deferred payment reconciliations; and
- Token issuance and burn audit trails.

Audit firms are rotated every three (3) years to maintain independence and objectivity.

(f) Data Integrity and Reporting Controls

The Company's Digital Payment Ledger and Collateral Registry systems are subject to continuous monitoring and data integrity audits.

All key actions (issuance, burn, conversion, collateral substitution, audit update) require multi-signature authorization by both Digix compliance officers and Brinks custody controllers.

All records are immutably timestamped and stored under **ISO 27001** data protection standards

(g) Oversight of Subsidiary Operations

Operational oversight of mining and refining activities is conducted through Digix Reyes Mining S.A., which is directly accountable to the Digix Board and subject to both operational and compliance audits.

All material transactions, equipment procurements, and offtake deliveries are logged within the same unified compliance environment as the digital ledger, creating an integrated "Mine-to-Market Governance Chain."

(h) Governance Review and Amendments

This Governance, Compliance, and Oversight Policy shall be reviewed and re-certified annually by the Board and the Compliance and Risk Committee.

Any amendments or structural changes must be approved by a supermajority vote of the Board and communicated to all Token holders via the Transparency Portal within ten (10) business days of adoption.

(i) Assurance to Token Holders

By maintaining a multilayered governance system—integrating legal compliance, independent auditing, and digital transparency—Digix ensures that the GOLDN Offtake Program operates with institutional-grade integrity, accountability, and regulatory alignment.

This structure guarantees that all bullion, data, and Token activities are continuously monitored, independently verified, and transparently disclosed, protecting both the Token holders and the credibility of the Digix ecosystem worldwide.

D. Token Custody and Wallet Options

Tokens issued in connection with the Offering may be held in purchaser’s Digix Wallet, a secure digital wallet integrated within the GOLDNDIGITAL.IO OR Digix Platform (www.Digixinc.io) , or transferred to any compatible third-party wallet that supports the Token’s underlying blockchain standard [e.g., ERC-20 or equivalent]. Purchasers who choose to self-custody their Tokens are solely responsible for maintaining control of their private keys and ensuring wallet compatibility. **GOLDN_OT** Tokens will be issued upon purchase and delivered to the Purchaser’s wallet of choice within 5 business days

Upon completion of subscription and confirmation of the deposit Tokens will be released from escrow and delivered to the designated wallet address provided by each investor. Transactions are recorded on-chain, ensuring full transparency, traceability, and verifiable ownership. Digix does not retain custody of Tokens following delivery unless explicitly authorized by the holder.

E. The GOLDN_OT and GOLDN_SET Tokens

The GOLDN_OT Tokens offered hereby (the “GOLDN_OT Tokens”) represent digital, fractional, pro-rata interest in verifiable in-ground gold reserves to which Digix Reyes Mining S.A. (“Digix”) holds rights. These gold reserves, totaling 49,000 ounces at the Nieves Mine, have been confirmed through third-party geological reporting (see Exhibit G NI 43-101 Technical Report) and are not contingent upon the profitability or timing of mining operations. While the GOLDN_OT Token represents a prepaid offtake entitlement collateralized by certified in-ground gold reserves controlled by the Seller, the GOLDN_SET Token represents a fully settled entitlement collateralized by the corresponding quantity of refined gold bullion that has been produced, audited, and deposited into an LBMA-standard vault under the Seller’s custody program.

Upon minting and delivery of the GOLDN_SET Token, all Deferred Payment obligations are deemed satisfied, and the Token holder acquires a vested right to elect Physical Delivery or Allocated Vault Storage of the underlying bullion.

While the Tokens are structurally de-risked from direct mining performance, Digix Holding Inc. retains full operational control over all extraction, processing, and refining activities through its wholly owned subsidiary, Digix Reyes Mining S.A. (“Reyes”). (See Exhibit E).

Through Reyes, Digix holds exclusive operating and collateral rights over the Iglesias, Maripani, Tora, Flor, 6 de Agosto, and Corosal mining zones located in and around La Paz, Bolivia, comprising approximately 9,758 acres of mineral-rich concessions. Gold extracted from these operations will be refined and delivered in bullion form to satisfy the Offtake delivery obligations.

This integrated model—anchoring the Tokens to certified in-ground reserves while sourcing bullion from separate, active mining zones—creates a dual pathway of collateral security and delivery performance.

By linking issuance to independently verified, NI 43-101 compliant gold reserves (the San Gregorio Vein, Nieves Mine, Mexico), Digix ensures that every Token remains backed by a credible, immovable, and auditable asset base. Simultaneously, the use of Reyes-controlled mining operations for production provides continuous access to refined bullion for delivery without diminishing or impairing the underlying collateralized reserves.

The result is a diversified risk architecture:

- Collateral stability is preserved through certified geological assets, and
- Operational liquidity is maintained through ongoing production and refining cycles.

For Token holders, this model offers both long-term security (via certified reserves) and near-term delivery (via active mining), effectively spreading exposure across multiple, independently verifiable asset sources rather than concentrating reliance on a single production site.

Digix Reyes Mining S.A.'s management team brings extensive expertise in gold recovery, mine development, and refinery-grade production. Digix Reyes will mine and process the reserves, delivering doré bullion to the refinery for final stage of purification and refining to achieve 99.9% (or higher) purity, transforming the output into internationally recognized investment grade bullion. Token holders directly benefit from these activities through Digix's Reserve-to-Vault model, whereby in-ground reserve ounces are progressively converted into spot-priced bullion.

Token Policy

The **GOLDN Token Policy** establishes the terms and conditions governing the issuance, conversion, settlement, and retirement of the Tokens issued under this Offtake Agreement.

All Tokens are issued solely as commercial offtake instruments representing prepaid or fully settled rights to future delivery of refined gold bullion. Tokens do not constitute shares, voting interests, or securities of any kind, and confer no ownership or governance rights in Digix Holding Inc. or its affiliates.

1. Token Classes

Two distinct Token classes are defined under this Policy:

(a) GOLDN_OT (Offtake Token):

Represents a prepaid offtake entitlement, collateralized by certified in-ground gold reserves under Digix control (initially, the San Gregorio Vein, Nieves Mine, Mexico). The GOLDN_OT Token evidence the holder's partial payment (Down Payment) toward a future delivery of refined bullion.

(b) GOLDN_SET (Settled Token):

Represents a fully paid and settled offtake entitlement, collateralized by refined, vaulted bullion produced from Digix Reyes Mining S.A.'s operations in Bolivia. The GOLDN_SET Token evidence full satisfaction of the Deferred Purchase Price and entitles the holder to elect Physical Delivery or Allocated Vault Storage.

2. Token Conversion and Lifecycle

Upon completion of the Deferred Purchase Price payment, the holder's corresponding GOLDN_OT Tokens shall be burned (extinguished), and an equal number of GOLDN_SET Tokens shall be minted (created) and issued to such holder.

This conversion event signifies the holder's full satisfaction of payment obligations and the Company's confirmation that equivalent refined bullion has been allocated to the holder's account or vault.

Upon Physical Delivery to the holder, the corresponding GOLDN_SET Tokens shall be burned, marking the final settlement and discharge of the Company's obligations with respect to those Tokens.

3. Collateral Continuity

Each Token remains continuously collateralized throughout its lifecycle:

- **Phase I – GOLDN_OT:** Backed by certified, NI 43-101 compliant in-ground reserves.
- **Phase II – GOLDN_SET:** Backed by refined bullion delivered to you or to LBMA-standard vault.

In the unlikely event that prior to the mining and delivery of the 49,000 ounces of bullion that the in-ground gold reserves designated as collateral for the Tokens are, for any reason, deemed unavailable, impaired, or otherwise unsuitable for continued use as collateral, including but not limited to (i) regulatory or legal restrictions, (ii) termination, expiration, or non-renewal of mining rights, (iii) geological or technical infeasibility, (iv) force majeure events, or (v) any other circumstance materially affecting the ability to rely upon such reserves, Digix shall be obligated to substitute collateral meeting the following requirements:

- (a) Independent Technical Reports. All replacement reserves shall be validated by independent technical reports prepared by Qualified or Competent Persons in accordance with internationally recognized standards, including NI 43-101 (Canada), JORC Code 2012 (Australia), or S-K 1300 (United States).
- (b) Reserve Classification. Only Indicated and/or Measured reserves, as defined under such standards, shall be eligible as replacement collateral. Inferred-only resources shall not qualify.
- (c) Collateral Substitution
- In the event any portion of the designated collateral becomes impaired, unavailable, or otherwise unsuitable, Digix shall, within thirty (30) days of becoming aware of such condition, substitute equivalent or superior collateral of equal or greater value. All costs and expenses associated with such substitution shall be borne solely by Digix.

This covenant shall be binding upon Digix and shall operate automatically in the event of a replacement, for the benefit of all Token holders.

4. Fungibility and Equal Treatment

All Tokens of the same class are fungible and carry identical rights, obligations, and settlement value, regardless of issuance date, purchase price, or holder identity. Tokens confer no priority or preference over others of the same class and are treated equally for all purposes of delivery, allocation, or settlement.

5. Transfer and Trading

Tokens may be transferred or traded only among approved, KYC-verified participants in accordance with applicable law, and in compliance with this Offtake Agreement. Transfers do not affect the holder's rights to allocation, delivery, or settlement under the Token class held.

6. Default and Forfeiture

Failure by a holder to make the required Deferred Payment within the Delivery Window constitutes a Default under this Agreement. In such cases, the Seller may retain all Down Payments, burn the corresponding Tokens, and reallocate the offtake entitlement without further obligation. (See Offtake Agreement for Details)

7. Optional Settlement for Fractional Balances

Holders with Token positions below the Minimum Deliverable Unit (one troy ounce / 20,000 Tokens) may elect or be offered Optional Settlement, which may include (i) pooled allocation, (ii) vault retention, or (iii) cash or digital credit equivalent to their pro-rata entitlement.

8. Audit, Verification, and Reporting

Digix shall maintain a Digital Payment Ledger and Collateral Registry recording each Token's lifecycle events, including issuance, conversion, burn, and associated bullion verification.

Independent third-party auditors shall conduct periodic reconciliations of in-ground reserves, refined bullion inventory, and vault holdings to confirm the continued one-to-one correspondence between Tokens and underlying gold assets.

9. Termination and Retirement

Upon completion of the full delivery of the 49,000 troy ounces of bullion and satisfaction of all offtake obligations, the Token issuance program shall be deemed complete, and any residual or unconverted Tokens shall be retired in accordance with applicable law and audit confirmation.

F. The Gold Collateral

Digix bases its collateral for the gold tokenization process exclusively on independent technical reports prepared by Qualified or Competent Persons (QP or CP)—credentialed geological experts operating under globally recognized reporting frameworks. Every deposit considered and utilized for securing the tokenization must be validated by at least one of these reports, providing a trusted and verifiable record of the gold resources and only deposits classified as Indicated and/or Measured—the economically reliable categories under global mining codes—are eligible for tokenization, ensuring transparency, credibility and reliability. The collateral for the Digix GoldN token is the 49,234 indicated reserves of the San Gregorio vein which is part of the Nieves mine. (see below and Exhibit G). This collateral is controlled by Digix and secured through a Master Collateralized Token Forward Agreement, the “MCTFA”.

Technical Reports:

- NI 43-101 (Canada)
- JORC Code 2012 (Australia)
- S-K 1300 (United States)

These international standards are the benchmark for geological credibility, relied upon by stock exchanges, mining companies, and investment banks worldwide.

a. Golden Token Collateral Reserve Summary – San Gregorio Indicated Au (oz)

2025 Mineral Resource Statement (15 g/t AgEq COG)							
Area	Vein	Category	Tonnage (kt)	Ag (g/t)	Au (g/t)	Ag (oz)	Au (oz)
La Quinta	Concordia	Indicated	35,276	47.81	0.04	54,218,584	44,958
		Inferred	41,620	30.94	0.02	41,395,858	23,236
North	San Gregorio	Indicated	19,142	22.04	0.08	13,564,049	49,234
		Inferred	11,009	19.77	0.07	6,997,533	24,776
Concordia & San Gregorio		Indicated	54,418	38.74	0.05	67,782,632	94,192
		Inferred	52,629	28.60	0.03	48,393,391	48,012
		Total:	107,047	33.8	0.04	116,176,024	142,204
107 Mt at 33.8 g/t Ag totalling 116 Moz Ag and 142 koz Au							

(See Exhibit G for Complete NI 43-101 Detail)

Collateral Rights of Token Holders

The Trust

Digix Holding Inc. holds a perfected security interest and collateral assignment over the NI 43-101-verified mineral-reserve interests underlying the GOLDN program (the “Collateral”), and such security has been granted expressly for the benefit of the GOLDN Token holders. Token holders possess a pro rata beneficial interest in Digix Holding Inc.’s secured position, and all collateral rights—including foreclosure rights, enforcement rights, and all proceeds realized from the Collateral—are held by the Issuer on a limited-purpose trust basis for the sole benefit of all present and future Token holders, as described in the Declaration of Trust and Beneficial Rights attached as Exhibit H. Prior to delivery of refined bullion, any realization, enforcement, or recovery attributable to the Collateral will be applied and distributed to Token holders on a pro rata basis in accordance with the priority of payments set forth in the applicable agreements. Upon Token Holder’s receipt of the full amount of refined gold bullion corresponding to its Token allocation—whether by physical delivery or by placement of vaulted bullion in the Token holder’s name—the NI 43-101 Reserve Collateral supporting that allocation is deemed fully satisfied and released. Until such delivery occurs, the Token holder’s allocation remains fully secured by the Reserve Collateral.

If an Exit Event occurs whereby the NI 43-101 Reserve mine owner (a) sells the mining project, (b) sells the company that owns the concessions, (c) enters into a joint venture or royalty deal, (d) monetizes the reserves and/or project in any way that delivers either cash proceeds or an alternative currency, prior to the delivery of refined bullion to Token holders, any cash proceeds received by Digix Holding Inc. that are attributable to the secured NI 43-101 reserve interest (the “Exit Proceeds”) shall be used exclusively to procure refined gold bullion for delivery to Token holders, up to the quantity of bullion that the Exit Proceeds can reasonably support at the fixed forward price of US \$1,550 per troy ounce. To the extent the Exit Proceeds are insufficient to procure the full quantity of refined bullion corresponding to the Token holders’ aggregate allocations, Digix Holding Inc. shall be obligated to replace the resulting shortfall with an equivalent amount of NI 43-101 Indicated mineral reserves of comparable geological confidence and economic value, which shall become the new collateral securing the Token holders’ remaining undelivered entitlements. The program shall continue toward bullion delivery based on such Replacement Collateral, and Token holders shall remain fully secured throughout the process.

Force Majeure Shortfall Clause

Shortfall Event. If, and in the unlikely event, based on a written determination by the operator and an independent technical consultant, it is confirmed that no further economically recoverable gold will be refined and delivered to the designated vault from the Digix controlled mines, (a “Shortfall Event”), then the total quantity of refined bullion held in the vault as of the date of such determination (the “Final Vaulted Bullion”) shall be deemed the final amount available for allocation to Token holders.

Pro Rata Allocation. Upon a Shortfall Event, the Final Vaulted Bullion shall be allocated and delivered to all Token holders on a pro rata basis in accordance with the number of Tokens held, with each Token holder’s delivery amount representing its proportional share of the Final Vaulted Bullion.

Pricing Preserved. Each Token holder’s delivery shall be priced based on the Fixed Forward Price of US \$1,550 per troy ounce. Token holders shall remain obligated to pay only the deferred delivery payment corresponding to their holdings and the ounces actually allocated and available for delivery to the Token holders under this clause.

Effect of Settlement. Delivery of each Token holder’s pro rata portion of the Final Vaulted Bullion pursuant to this clause shall constitute full and final settlement of that Token holder’s bullion entitlement under the Program, without affecting the continuing validity of the NI 43-101 Reserve Collateral, which shall remain in place with respect to any remaining reserves unless otherwise provided under the applicable agreements.

Continuing Collateral Rights. Delivery of a Token holder’s pro rata portion of the Final Vaulted Bullion under the Shortfall Clause shall not affect the continuing validity of the NI 43-101 Reserve Collateral. Any proceeds, payments, recoveries, or distributions derived from or attributable to such remaining reserves (the “Collateral Proceeds”) shall likewise be held for the benefit of the Token holders and distributed to them on a pro rata basis in accordance with their Token holdings.

G. Digix Reyes Controlled Gold Mines

“A Proven Gold District in the Heart of the Andes”

Within the La Paz western region Bolivia lies the Central Andean Orogenic Belt, one of the most geologically endowed metallogenic belts in the Central Andes, characterized by extensive intrusive activity, hydrothermal alteration systems, and long-lived structural corridors that have generated significant precious- and base-metal mineralization through history.

Of particular significance is the development of epithermal Au-Ag systems, polymetallic vein networks, and placer-style gold accumulations derived from erosion of mineralized source rocks. The region hosts numerous northwest-trending regional structures and subsidiary faults that provide conduits for hydrothermal fluid flow, resulting in well-developed alteration halos, silicification zones, and gold-bearing quartz-sulfide veins. Erosional reworking of these systems during repeated Andean uplift cycles contributed to the formation of high-grade alluvial and colluvial gold deposits along paleo-drainages and modern fluvial channels.

The La Paz district is widely recognized for its artisanal and small-scale mining history, with numerous pits, shafts, and placer workings distributed along structural trends and drainage corridors. The combination of favorable host lithologies, active tectonics, and efficient hydraulic concentration processes continues to support ongoing gold production in both primary hard-rock and secondary placer environments. This geological context provides strong support for the presence of localized, potentially economic gold-rich gravels and shallow mineralized zones within the project area.

For investors and operators, the La Paz region offers a unique advantage:

it is a proven, gold-bearing district with continuous mining activity, established logistics, and an existing culture of mineral extraction. The geological setting is not speculative — gold is known to be present, actively mined, and regionally abundant. This supports a strong foundation for

exploration, development, and scalable production targeting both placer channels and deeper mineralized structures.

i. 6 De Agosto - 2,038 Acres

The 6 De Agosto Placer Concession will serve as the first Digix mining operation to enter production in early 2026. The Project is situated within UTM Zone 19S in western Bolivia, La Paz Department, with project grid extents defined in UTM (WGS84) coordinates covering Easting 638,000–640,000 m and Northing 8,259,000–8,261,500 m. These boundaries encompass the principal target zones identified through remote-sensing anomaly interpretation, geomorphological assessment, and historical artisanal activity. The 6 De Agosto concession lies within a mining-friendly jurisdiction, with year-round access and a long history of artisanal production in the surrounding district.

- West (left) boundary: E = 638,000 m
- East (right) boundary: E = 640,000 m
- North (top) boundary: N = 8,261,500 m
- South (bottom) boundary: N = 8,259,000 m

The alluvial gold concession covers an area situated along a regional drainage system known to host gold-bearing alluvial and colluvial sediments derived from weathering and erosion of mineralized highlands to the north and northeast. The Property is administered under Bolivian mining laws and is designated for exploration and small- to medium-scale production of placer gold deposits.

Surface rights and mineral rights are held in accordance with Bolivian mining regulations, with Digix maintaining secure operational control of the concession for the purposes of exploration, evaluation, and commercial extraction of gold. The Property includes areas of active historical workings, exposed gravels, and shallow overburden, consistent with placer-style mineralization. No existing surface structures, protected zones, or conflicting land uses are present that would impede exploration or mine development.

The concession is accessible via regional roads that connect La Paz with smaller local communities. On-site access is supported by established tracks suitable for light vehicles and machinery. Water, aggregate materials, and operational support can be sourced regionally, and the proximity to established mining areas provides logistical advantages for mobilizing equipment and personnel.

Production for the 6 De Agosto mine is mapped out in 5 phases. The Life-of-Mine Timeline (Image 1) shows when each mining phase begins along with the expected production and recovery, over the expected 5-year mine life. Digix has utilized Remote Satellite Imagery along with physical sampling to determine the gold rich areas of the mine (yellow clusters – Image 2)

Production Assumptions:

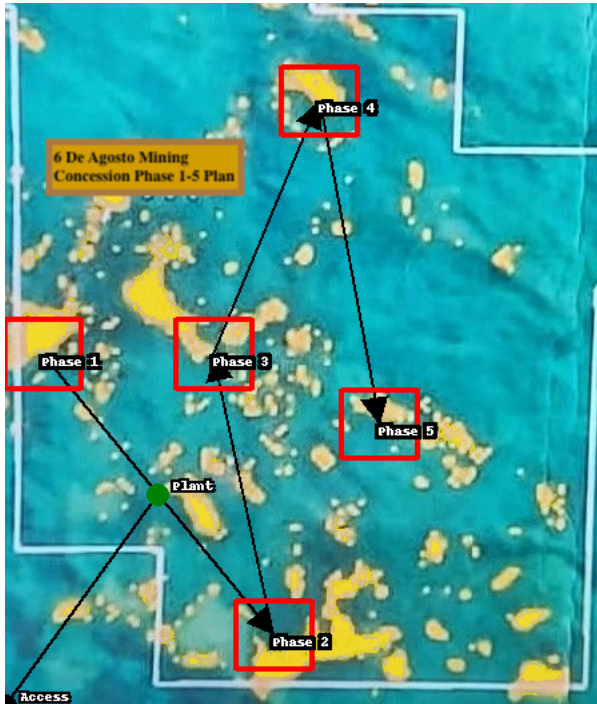
Phase 1 (very strong cluster): 4.5 g/t Au
Phase 2 (strong cluster): 4.0 g/t Au
Phase 3 (strong-medium): 4.25 g/t Au
Phase 4 (medium): 3.75 g/t Au
Phase 5 (lower fringe cluster): 3.0 g/t Au

Mining rate: 1,500 tonnes per day
2 Shifts – 10 hr. shifts
Operating days/year: 330 (allows downtime, rain, maintenance)
Tonnes per year: 1,500 tpd x 330 = 495,000 t/yea

Image 1- 6 De Agosto Projected Production Schedule

Start Date	Phase	Tonnes Milled Annual	Grad (g/t)	Recovery %	Gold oz./yr.	Cumulative Gold oz.
Mar 2026	1	495,000	4.5	90	64,454	64,454
Aug 2026	2	495,000	4.0	90	57,293	121,747
Nov 2026	3	495,000	4.25	90	60,873	182,620
Feb 2026	4	495,000	3.75	90	53,712	236,332
Apr 2027	5	495,000	3.0	90	42,969	279,301

Image 2 - Each “Phase” is one 250m x 250m Block - Designed to Start with Highest Intensity



(Complete Mining Plan Available From Digix Mgmt.)

Summary of Additional Digix Mining Concessions

Western La Paz District

In addition to the 6 De Agosto Placer Concession, Digix controls a robust portfolio of five additional alluvial and placer gold properties (Table 3) located within the same western district of the La Paz Department. These concessions—Tora (2,471 acres), 6 De Agosto (2,038 acres), Flor (1,235 acres), Maripani (1,544 acres), Iglesiasni (1,544 acres), and Colosal (926 acres)—share similar geological characteristics, geomorphological settings, and historic mining footprints. Each property exhibits evidence of prior artisanal extraction, localized excavation pits, and gold-bearing gravels consistent with the mineralized drainage systems that dominate this region of the Central Andes.

Remote Satellite Imagery, supported by historical accounts and preliminary field sampling, indicates that these concessions host extensive alluvial and colluvial gold deposits analogous to those present at 6 De Agosto. Digix has incorporated these properties into a phased development strategy, whereby each concession can be advanced sequentially or in parallel depending on operational requirements, plant availability, and production targets. This multi-asset structure provides the Company with significant flexibility and redundancy in mine scheduling and gold output.

The diversity and distribution of these concessions within the same mineralized district enhances the long-term stability of Digix’s production profile. For token holders, this portfolio creates multiple potential sources of gold generation, reducing dependency on any single operation and strengthening the overall security and continuity of future gold-backed token collateralization. Each

concession represents a scalable mining opportunity with the capacity to transition into production following the development model established at 6 De Agosto.

The combined portfolio positions Digix as one of the most strategically assembled alluvial gold operators in the region, with substantial upside as each concession transitions into the production pipeline providing diversified sources of physical gold production.

Table 3 – Summary Digix Mining Concessions

Concession	Acreage	Deposit Type	Key Characteristics	Development Notes
6 De Agosto	2,038	Alluvial/Placer	Strong anomaly density, active artisanal history	First Digix mine scheduled for production
Iglesiani	1,544	Alluvial Placer	Continuous paleochannel structures	Planned Phase-in after 6 De Agosto
Tora	2,471	Alluvial/Placer	Large drainage catchment; extensive historic workings	Potential multi-phase pit design
Maripani	1,544	Alluvial/Placer	Compact, high-grade anomaly trends	Suitable for modular plant expansion

Flor	1,235	Alluvial/Placer	High channel concentration; multi-branch gravels	Remote sensing identifies strong clusters
Colossal	926	Alluvial/Placer	Similar geomorphology to Maripani	Lower capex, rapid deployment opportunity

H. Mining and Processing

The Digix Gold Mining Process: From Ground to Gold Bars

Exploration & Discovery

The management team and geologists identify potential gold-rich zones using surveys, geochemical sampling, satellite imagery and element wave testing.

a. Resource Estimation & Feasibility

The quantity and quality of gold is evaluated. Economic models (e.g., Net Present Value, IRR) determine if mining is financially viable.

b. Mine Development

Infrastructure is built, including worker housing, power, water, security, telecommunication systems and processing facilities. Heavy equipment is installed.

c. Mining (Extraction)

Gold-bearing ore is extracted using:

Open-pit mining for shallow deposits

Underground mining for deeper ore

Alluvial/Placer mining for riverbed gold

d. Ore Processing & Separation

Ore is crushed and ground, then gold is separated:

- Gravity Separation (for coarse gold)
- Flotation (for sulfide ores)
- Cyanide Leaching (for fine gold)
- Heap Leaching (for low grade ore)

e. Gold Recovery & Concentration

Gold is recovered on carbon, in concentrates, or by amalgamation, then processed into higher-purity form.

f. Refining

The gold is smelted into **doré bars** (80–90% purity), which are then refined in specialized facilities to 99.99% pure bullion.

g. Final Gold Bars

The refined gold is cast into **standardized bullion bars** (e.g., 1kg or 400 oz), certified, shipped and stored in LBMA or Swiss Vault for the benefit of token holders.

I. Security, Processing, and Bullion Custody Framework

Digix Reyes Mining S.A., a wholly owned subsidiary of Digix Holding Inc., has implemented a comprehensive end-to-end security and logistics system to safeguard the integrity, traceability, and lawful custody of all gold assets from extraction through final vault delivery. This framework ensures continuous verification and compliance with both Bolivian mining regulations and international chain-of-custody standards.

a. Site Security and Operational Control

All Digix-controlled mining and processing sites are equipped with Motorola Integrated Security Systems, encompassing:

- 24-hour video surveillance and motion analytics;
- Multi-zone access control and checkpoint verification;
- Radio-linked perimeter monitoring networks; and
- Encrypted communication systems connecting site operations with Digix’s centralized monitoring hub.

This infrastructure provides real-time oversight of all active mining and processing zones, ensuring traceability and operational integrity from ore extraction to refinery shipment. Security protocols are designed and maintained in compliance with Bolivian national mining regulations, ISO 28000 Supply Chain Security Standards, and international best practices for precious metal logistics.

b. Refining and On-Site Processing

Upon extraction, Digix Reyes Mining S.A. processes all recovered ore into doré bars, a semi-refined gold-silver alloy produced on-site under secured conditions. Each doré bar is weighed, assayed, serially recorded, and sealed under the supervision of authorized security personnel and compliance officers prior to transport.

These initial doré units serve as the transitional form of bullion prior to international refining and are cataloged within the Digix Chain-of-Custody Registry, linking each bar to its corresponding mine source, batch ID, and assay certificate.

c. Transport and Armored Logistics

Following certification and sealing, doré bars are transferred into the custody of Brinks Bolivia S.A., Digix's designated armored logistics and vaulting partner.

Under armed escort and continuous GPS monitoring, Brinks Bolivia transports the doré bars from the mine site to a regional Brinks secure facility for temporary storage, verification, and export clearance. From there, Brinks coordinates international transport via its Global Precious Metals Logistics Network to a Brinks-approved LBMA refinery, where the doré is refined to 99.9% purity in accordance with the London Bullion Market Association (LBMA) Good Delivery Standard.

d. Refining, Assay, and Vault Delivery

At the refinery, the doré undergoes full metallurgical refining and independent third-party assay validation. The resulting gold bullion is cast into serialized Good Delivery Bars (GDB), each marked with its purity, serial number, and refinery stamp.

Upon completion, the refined bullion is transported by Brinks to a Brinks International Vault under Digix custody. Upon arrival, all bars are scanned, verified, weighed, and digitally logged into the GOLDN Collateral Registry for allocation to Token holders.

e. Token Settlement and Digital Title Assignment

Once verified, the refined bullion enters the GOLDN Token Settlement Process, whereby title to the physical gold is digitally assigned to Token holders through the Digix Smart-Contract Platform.

This process represents the conversion of in-ground collateralized reserves into fully vaulted bullion and triggers the corresponding Token lifecycle event — the burning of GOLDN_OT Tokens and the minting of GOLDN_SET Tokens to the holder's digital account.

Each bar's unique identifier is immutably recorded on-chain, establishing a verifiable link between the physical bullion and the digital entitlement it represents.

f. Assurance and Verification

This integrated custody system ensures that every GOLDN Token is backed by verifiable, physically stored bullion, maintained under Brinks custody and subject to independent third-party audits.

By establishing a closed-loop custody chain — from extraction through refining and vaulting — Digix provides institutional-grade assurance to token holders, regulators, and custodial partners worldwide, confirming that every Token corresponds to a verifiable, fully allocated quantity of physical gold securely stored within LBMA-accredited vaults under continuous audit and custody control.

J. Chain-of-Custody and Verification Protocols

Digix Reyes Mining S.A. operates under a zero-compromise custody and verification standard, designed to ensure complete traceability of gold from the point of extraction to final tokenization. Each stage of the value chain is governed by independently verifiable controls, audited reporting, and blockchain-based certification to maintain full transparency for investors and institutional partners.

The Company's responsible-sourcing program complies with and references:

- OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas (3rd Edition);
- London Bullion Market Association (LBMA) Responsible Gold Guidance Version 9;
- International Cyanide Management Code, ISO 14001, and ISO 45001 environmental and occupational standards; and
- Delaware Uniform Commercial Code § 2-401, establishing clear title transfer and risk allocation at the moment of vault delivery.

Compliance with these frameworks ensures that all bullion underpinning GoldN Tokens is conflict-free, ethically sourced, and traceable through independent verification.

1. Extraction and On-Site Verification

All gold utilized in the Offtake Program originates from Digix-controlled or contracted mines operating under formal concessions and licensed by the Bolivian Ministry of Mining or equivalent authorities.

Key mine sites include: Iglesiasani, Maripani, Flor, 6 De Agosto, Tora, and Colosal—collectively, the *Digix Reyes Mining Projects*—covering approximately 9,758 acres around La Paz, Bolivia

All ore is extracted, logged, and documented under Digix Reyes' internal production management system.

- Each batch of material is tagged with a unique lot identifier at the mine site.
- Sampling and assay results are recorded in both physical logbooks and digital ledgers, creating an immutable record of grade, weight, and location.
- Digix security personnel and Motorola-linked systems capture timestamped visual records for audit traceability.

2. Processing and Doré Certification

At the on-site processing facility, Digix Reyes converts mineralized material into doré bars.

- Each bar is weighed, photographed, and sealed with a serialized tamper-proof ID.
- The internal metallurgical laboratory issues an assay certificate, verifying purity and metal composition.
- These records are countersigned by a licensed government metallurgical inspector as required under Bolivian law.

3. Environmental, Social, and Governance (ESG) Compliance

Digix integrates ESG benchmarks throughout its operations, including:

- Zero Mercury Usage in extraction and processing;
- Water-Recycling and Tailings Management systems to minimize runoff and contamination;
- Local Community Employment Initiatives providing fair-wage labor and training;
- Artisanal Mining Integration Program (AMIP) bringing informal miners into regulated frameworks; and
- Biodiversity Reclamation Plans for each active site.

Compliance reports are reviewed by the ESG Subcommittee of the Digix Compliance and Risk Committee and are publicly summarized annually.

4. Brinks Transport and International Custody

Upon sealing, custody transfers to Brinks Bolivia, which assumes full responsibility for security and insurance coverage throughout the logistics chain.

- Each transfer is accompanied by a Bill of Lading, Transport Manifest, and Chain-of-Custody Certificate, digitally uploaded to the Digix audit portal.

- GPS-verified transit logs and real-time tracking confirm unbroken custody until receipt at the designated Brinks regional facility.
- Export clearance and customs filings are completed under the supervision of Digix Reyes' compliance team and Bolivian mining authorities.

5. Refinery Assay and Final Certification

At the receiving refinery (approved by the London Bullion Market Association – LBMA), doré bars undergo complete metallurgical processing to achieve 99.9% purity.

- The refinery issues an LBMA-compliant Good Delivery Certificate that references the original mine lot ID, creating a continuous paper and digital trail from origin to finished bullion.
- The refinery's certificate is independently reviewed by a third-party audit firm contracted by Digix Holding Inc

6. Vaulting and Tokenization

Upon refinement, gold is transferred to Brinks Global Services or equivalent LBMA-compliant vaults, where each bar's serial number, assay certificate, and MOC are reconciled against the Digix Collateral Registry.

Vault receipts and insurance certificates are uploaded to the Transparency Portal, ensuring that each GOLDN_SET Token corresponds to a traceable, responsibly produced bullion bar.

Following refinement, the bullion is delivered into an approved Brinks International Vault (U.S. Zurich, Dubai, or Panama).

- Once verified in custody, the bullion is entered into the Digix Custodial Register, which mirrors the Brinks inventory in real time.
- A corresponding quantity of GOLDN Tokens is then released to holders through a smart-contract transaction, representing legal and economic title to the vaulted gold.
- Every transfer, certificate, and custody record is permanently hashed onto the Digix blockchain for investor viewing and regulatory audit.

7. Independent Oversight and Reporting

To maintain institutional-grade transparency:

- Quarterly audits are conducted by an independent inspection firm verifying weights, purity, and vault holdings.

- Annual reconciliation reports are published summarizing total in-ground reserves, refined bullion, and tokenized equivalents.
- The audit framework aligns with International Financial Reporting Standards (IFRS) for digital asset collateralization.

Through this multi-layered verification process, Digix ensures that every GOLDN Token is fully supported by traceable, verified, and audited physical gold, establishing the highest level of trust and compliance in the tokenized precious-metal sector.

8. Chain-of-Custody Data Integration

All custody events—mine extraction, transport, refining, vaulting, and Token issuance—are recorded in the Digix Digital Payment Ledger and Collateral Registry, creating an immutable, auditable timeline of each ounce’s movement.

Each record includes GPS metadata, assay identifiers, vault serials, and audit references, ensuring transparent “mine-to-market” traceability.

9. Continuous Improvement

Digix commits to annual policy reviews to incorporate evolving best practices under LBMA, OECD, and IFC Performance Standards. In addition, training programs are conducted annually for all personnel and contractors to ensure continued compliance and awareness of responsible-sourcing obligations.

K. Audit/Ownership Validation

- Independent auditors such as Bureau Veritas, SGS, or ERM perform annual ESG and Responsible Gold audits, certifying that all Digix supply-chain activities conform to international standards.
- Findings are documented in a Responsible Sourcing Compliance Report (RSCR), which is published on the Digix Transparency Portal and included in the annual Offering updates.
- Any material non-compliance findings must be remediated within 90 days, with progress tracked through follow-up audits.

L. Digix Reyes Mining Summary

a. Digix Reyes Mining Joint Operating Structure

Digix Holding Inc. has entered into an exclusive operating agreement with Reyes Mining S.A., a well-established Bolivian mining group based in La Paz, Bolivia, to jointly execute all mining and production activities under the newly formed entity Digix Reyes Mining S.A. (“Digix Reyes”). This partnership was established to consolidate Digix’s financial, technological, and tokenization capabilities with Reyes Mining’s extensive in-country experience, operational capacity, and governmental relationships.

Under this structure, Digix Reyes Mining will be responsible for the full spectrum of mining operations, including:

- **Exploration and Geological Development** – identification, sampling, and modeling of gold- and silver-bearing veins and reserves;
- **Production and Processing** – extraction, crushing, concentration, and refinement of mineralized material;
- **Infrastructure Construction** – design and development of mine access roads, tailings storage facilities, and plant installations;
- **Regulatory and Governmental Coordination** – management of permits, environmental compliance, and ongoing relations with the Ministry of Mining and regional cooperatives; and
- **Transportation and Export Logistics** – coordination of refined gold and silver shipments to designated vault and refinery partners.

Reyes Mining brings to this partnership over two decades of operational expertise in Bolivian gold mining, with a workforce exceeding 50 technicians, engineers, and cooperative partners operating across multiple producing regions. Their proven capabilities in high-grade narrow-vein extraction, combined with longstanding local relationships, provide a critical competitive advantage within Bolivia’s unique mining ecosystem.

Through this alliance, Digix Holding gains immediate access to an established, compliant operational platform, enabling efficient deployment of capital into active gold and silver production while maintaining full transparency and scalability for tokenized reserve offerings. Digix Reyes Mining S.A. thus serves as the exclusive mining, development, and production arm of Digix’s operations in Bolivia — forming the foundation for the GOLDN and token asset streams that back Digix’s real-asset investment framework.

b. Digix Reyes Management

Joseph Reyes – President

Joseph is an American entrepreneur, with dual USA-Bolivian citizenship. Joseph has been in the Bolivian gold mining industry for over twenty years and has been responsible for the development and production of numerous gold mines over the years within Bolivia. He is schooled in all aspects of mining has assembled an experienced team to lead the development, production and processing of the Digix Reyes mines.

Sandro Xavier Mafla Paredes – Head Engineer

Sandro has over 15 years of experience in the gold mining industry as a heavy Equipment operator and road construction engineer and was most recently the Senior Open Pit Manager within the Santa Ana gold mining project.

Jose Fores Gandarillas – Mining Engineer

Jose has over 10 years of experience working within the gold mining industry in Bolivia, with a focus on production. He has extensive experience in all areas of mining including managing many different mining cooperatives, including with Tora.

Rene Ricardo Laguna Hebia – Production Manager

Richard comes from a mining family where his father was the former head of the Ministry of Mines in Bolivia. Richard was one of the directors of the mining Cooperative

Fencomin and was most recently managing a gold mining project within the department of Beni, Bolivia.

Fabian Roberto Paz Antelo – Government Relations

Fabiano was most recently the regional manager in the eastern area of Bolivia, managing a gold mining project near the city of Santa Cruz. Fabian has a long history of working closely with the Bolivian government and the Indigenous leaders controlling the cooperatives.

Armijo Rodrigo Diego Sala – Geologist

Rodrigo has been a geologist for over 20 years, working for most of that time in the geological mining institution of Sergiomin in La Paz, Bolivia.

Miguel Fidel Castillo Gandarillas - Geologist

As an experienced geologist, Miguel has an extensive track record with field work in both the tropical region of Bolivia as well as the hard rock mountain ranges. His depth of knowledge across the Bolivia gold industry will play a key role at Digix Reyes.

c. Economic Structure and Revenue Allocation

The operational and financial framework between Digix Holding Inc., Digix Reyes Mining S.A., and Reyes Mining S.A. has been designed to ensure clear accountability, transparent cash flow management, and predictable investor returns. The structure aligns operational efficiency with the progressive backing of the GOLDN token system, providing investors with direct economic exposure to the value generated from verified in-ground reserves and ongoing production.

d. Ownership and Control

- **Digix Holding Inc.** (Delaware) serves as the parent company and holds 100% of **Digix Panama S.A.**, the offshore financial conduit for all tokenization, vaulting, and investor settlement activities.
- **Digix Panama S.A.** owns 100% of Digix Reyes Mining S.A. (Bolivia), thereby ensuring complete vertical integration between capital formation, token issuance, and physical production.
- **Reyes Mining S.A.** operates as the exclusive general contractor, executing all physical mining, processing, and transportation activities under a long-term service contract with Digix Reyes.
- **Reyes Mining S.A** is economically incentivized and will receive 10% of total production as compensation, closely tying the objectives to the parentco.

This structure enables Digix Holding to retain full economic control while leveraging Reyes Mining's established local expertise, personnel, and cooperative network.

M. Insurance, Liability, and Risk Allocation Framework

(a) Purpose and Overview

The purpose of this framework is to define the allocation of risk, transfer of title, and insurance coverage associated with the extraction, refining, transport, and vaulting of gold bullion under the GOLDN Offtake Program.

The provisions herein align with 6 Del. C. § 2-401 (Uniform Commercial Code – Title and Risk of Loss), LBMA Good Delivery Rules, and internationally recognized commercial offtake standards to protect both the Seller and the Offtake Token Holders

(b) Title and Transfer of Risk

Title and risk of loss to the Product (refined gold bullion) shall pass from Digix Holding Inc. ("Seller") to the Offtake Token Holder ("Buyer") only upon completion of both:

- Refinement of the Product into LBMA-compliant bullion and delivery into the designated vault under Digix custody; and
- Full payment of the Deferred Purchase Price by the Buyer

Until these conditions are met, the Seller retains full legal and equitable title to the Product. Upon issuance of the Delivery Confirmation Notice, title to the specified quantity of bullion shall transfer to the Buyer in accordance with 6 Del. C. § 2-401(2), and risk of loss thereafter resides with the Buyer.

(c) Insurance Coverage

All physical gold from the point of doré bar sealing at the mine through final vault allocation is insured under All-Risk Bullion Insurance Policies issued by Brinks Global Services or other LBMA-accredited carriers.

Coverage includes:

- Transit risk (mine → refinery → vault);
- Loss or damage from theft, fire, sabotage, or natural disaster;
- Political risk (confiscation, expropriation, war, or civil disturbance); and
- Refinery and vault liability.

Insurance remains in full force until title passes to the Buyer. Each policy provides coverage up to the full replacement value of the gold, based on the prevailing London PM Fix at the time of loss.

Insurance certificates and coverage summaries will be posted on the Digix Transparency Portal following each policy renewal.

(d) Vault Liability and Custodial Protections

LBMA-accredited vaults used by Digix—including Brinks, Malca-Amit, or equivalent custodians—maintain comprehensive liability coverage and adhere to the London Good Delivery Custodial Standard.

Each vault’s internal controls include:

- Dual access authorization;
- Continuous video surveillance and biometric access control;
- Periodic reconciliation with the Digix Collateral Registry; and
- Mandatory quarterly third-party inventory audits.

The custodians’ liability for physical loss or damage is limited to the full insured replacement value of the affected bullion, payable directly to Digix or its designated replacement custodian for the benefit of Token holders.

(e) Seller Liability and Indemnification

The Seller shall be liable only for losses or damages resulting from:

- Gross negligence, willful misconduct, or fraud in the handling or safekeeping of bullion prior to delivery into the vault; or
- Material breach of contract or false certification of reserves or collateral.

In no event shall the Seller be liable for indirect, consequential, or speculative losses, including but not limited to market fluctuations in the price of gold, delays in refining, or regulatory changes affecting delivery timelines.

(f) Force Majeure

Neither party shall be liable for delays or non-performance caused by events beyond their reasonable control, including but not limited to acts of God, war, natural disasters, labor disputes, government action, or supply-chain disruptions.

Upon occurrence of a Force Majeure event:

- Seller shall promptly notify Buyers of the nature, extent, and expected duration of the event;
- Performance deadlines, including delivery or payment, shall be suspended for the duration of the event; and
- Seller shall resume performance as soon as practicable thereafter.

If a Force Majeure event continues for more than 180 days, either party may terminate the affected portion of the Offtake obligation without further liability, other than refund or credit for Down Payments corresponding to undelivered bullion.

(g) Inspection, Loss Claims, and Remedies

Upon receipt of the Delivery Confirmation Notice, the Buyer has ten (10) business days to request inspection of the bullion or verification of vault records.

If any discrepancy, damage, or loss is identified, Buyer must file a Notice of Claim with Digix and the insurer within the same period.

Claims are processed under LBMA loss-adjustment protocols and settled by the insurer directly to the rightful beneficiary.

The Seller shall cooperate fully with any investigation or insurance claim but shall have no liability for losses covered under the insurance policy once title and risk of loss have passed to the Buyer

(h) Allocation of Legal Jurisdiction

All matters related to title transfer, liability, and insurance shall be governed by the laws of the State of Delaware, without regard to its conflict-of-law principles.

Any dispute shall be resolved by arbitration in Wilmington, Delaware, under the American Arbitration Association Commercial Rules, with final and binding effect.

(i) Summary Assurance

Through comprehensive insurance coverage, strict chain-of-custody controls, and clearly defined legal transfer points, this framework provides Token holders and institutional participants with full **commercial risk transparency**.

Each ounce of gold is insured, monitored, and legally protected through every phase—from mine to vault—ensuring that both Digix and its offtake purchasers are safeguarded under a transparent and enforceable structure.

N. Corporate Management Team – C Suite

Philip A. Falcone – Chairman/CEO

Founder and CIO of Harbinger Capital Partners, a hedge fund at its peak that had over \$26b of assets fund under management. With over 35 years of investment experience, Falcone has extensive experience in telecom (Ligado) and commodities and commodities investing, including funding start-up Fortescue Metals and Mining from its infancy to a world leader in iron ore. Falcone was also noted for his activity in the sub-prime crisis generating over \$11b of profits in during the financial crisis. Falcone also founded permanent capital vehicles HRG, Inc. (Now Spectrum Brands, NYSE: SPB) and Hc2 Holdings Inc. (Nasdaq: VATE).

A Former Professional Hockey player, Falcone graduated from Harvard University where he graduated with an AB in Economics.

Sharon Knoller – COO/Marketing

Founder of various companies, Sharon has a vast experience in the blockchain space and continues as an advisor to several Web3 projects. Ms. Knoller is one of the first women to run a crypto currency exchange which has given her an edge when managing blockchain projects. As founder of

The Crypto Media Group, Sharon created a firm to help emerging tech pioneers with service where she has been involved for over 10 years in the intricacies of all aspect blockchain.

Nikola Mitrovic - CTO

Nikola, a Co- founder of Kivos Studio, a software development company that offers Saas solutions to companies in the blockchain space, has worked on many high-profile projects, customizing platforms for B to B and B to C operations. Including over 5 years of experience in the tech group at Go Daddy Belgrade, Nikola is also a member of AIESEC in Serbia and is well-known as a Blockchain Engineering Specialist.

RISK FACTORS

The following is a summary of certain material risks that could affect a purchaser's participation in the GoldN Token Offtake Agreement (the "Offtake") and the ability of Digix Holding Inc. (the "Company") to deliver gold bullion as contemplated herein. These factors include, but are not limited to, operational, logistical, economic, and jurisdictional matters inherent in large-scale mining, refining, and delivery of physical commodities.

Prospective purchasers should carefully review these risk factors, together with the entire contents of this Memorandum and the related Offtake Agreement, prior to subscribing.

1. Performance and Delivery Are Not Guaranteed

While the Offtake structure is designed to align bullion deliveries with certified collateral and verified production sources, fulfillment ultimately depends on the Company's operational execution. Mining and refining outcomes, equipment performance, and third-party logistics may vary from projected timelines. No assurance can be given that gold will be delivered according to the anticipated schedule or volume.

2. Gold Market Price Volatility

The Offtake price for gold under the Agreement is fixed; however, global gold prices fluctuate in response to supply-demand dynamics, monetary policy, and geopolitical conditions. Purchasers bear the commercial risk that future spot prices at the time of delivery may be higher or lower than those prevailing at the time of subscription.

3. Operational, Technical, and Environmental Risks

Mining operations inherently involve uncertainties, including geological variability, grade recovery, weather conditions, and potential mechanical or equipment failure. In addition, production may be impacted by permitting, environmental management, labor relations, or transportation logistics. Although Digix engages experienced professionals and vetted contractors, such risks can result in delays or increased costs in refining and delivery.

4. Political and Jurisdictional Risk

Digix operates through subsidiaries and affiliates in multiple jurisdictions, including Bolivia, Mexico, and the United States. Political developments, changes in mining laws, taxation, or export regulations, as well as local community relations, could adversely affect production or delivery timelines.

5. Regulatory and Compliance Requirements

This Offtake is conducted in accordance with applicable commercial, export, and commodities regulations, and with anti-money laundering (AML) and know-your-customer (KYC) requirements. The regulatory environment governing digital commodity transactions is evolving. Changes in law or enforcement priorities could impose new obligations or restrictions on the issuance, transfer, or delivery of Tokens.

6. Delivery, Storage, and Custody Risks

Physical delivery of gold involves transportation, handling, and secure storage. While all deliveries will occur through LBMA-accredited vaulting and logistics partners, there remains risk associated with shipment delays, customs processing, or storage incidents beyond the Company's control. Title to the gold passes only upon delivery as defined in the Offtake Agreement.

7. Liquidity and Transfer Restrictions

The Tokens are designed as evidence of a forward sale of gold and are not freely tradable securities. Transfers are limited to verified, KYC-qualified participants and may be subject to platform or regulatory restrictions. Secondary liquidity may be limited or unavailable at times. Purchasers should be prepared to hold their Tokens until delivery of the underlying bullion.

8. Technology and Digital Platform Risks

The Digix Platform operates on blockchain-based infrastructure. Although maintained with strong cybersecurity protocols, such systems are subject to potential technical disruptions, software bugs, or cyberattacks. Loss of private keys or digital credentials by a Token holder may result in permanent loss of access to the Token or delivery entitlement.

9. Tax and Cross-Border Considerations

Tax obligations arising from participation in the Offtake or receipt of gold delivery will depend on each purchaser's jurisdiction, residency, and personal tax circumstances. Purchasers should consult qualified tax advisors regarding any applicable income, value-added, or import duties associated with delivery or storage of gold bullion.

10. Force Majeure and Unforeseen Events

Events beyond the control of Digix—including acts of God, war, civil unrest, natural disasters, or governmental intervention—may temporarily suspend or delay mining, refining, or delivery obligations. Such events will be managed under the Force Majeure provisions of the Offtake Agreement, which extend delivery timeframes as commercially reasonable.

11. Early-Stage Operational Development

While Digix Holding Inc. and its affiliates possess extensive experience in mining, finance, and digital infrastructure, the current Offtake represents the Company's initial large-scale tokenized commodity program. Early-stage operational and integration challenges may occur as the Company builds out production capacity and vaulting infrastructure to support ongoing deliveries.

12. Commercial, Not Investment, Nature

The GoldN Token represents a **commercial forward sale of gold**, not an investment in the Company. Purchasers are entering into a **commodity offtake contract** for the purpose of

acquiring physical gold at a fixed forward price. Returns, appreciation, or resale value are not guaranteed or represented.

THE FOREGOING RISK FACTORS DO NOT PURPORT TO BE A COMPLETE EXPLANATION OF ALL RISKS THAT MAY ARISE IN CONNECTION WITH THE OFFTAKE AGREEMENT. PROSPECTIVE PURCHASERS SHOULD READ THIS MEMORANDUM IN ITS ENTIRETY AND CONSULT THEIR OWN COMMERCIAL, LEGAL, AND TAX ADVISORS BEFORE ENTERING INTO ANY SUBSCRIPTION OR OFFTAKE ARRANGEMENT WITH DIGIX HOLDING INC.

RISK MITIGATION MEASURES

The Company recognizes that commercial offtake arrangements for physical commodities carry inherent operational, logistical, and jurisdictional risks. The following measures have been implemented to mitigate key risks associated with the GoldN Token Offtake Program and to protect the interests of all bona fide purchasers.

1. Certified Collateralization and Substitution Rights

All Offtake Tokens are secured by certified gold reserves supported by technical reports compliant with NI 43-101, JORC, or S-K 1300 standards. The initial issuance is collateralized by the San Gregorio Vein reserves at the Nieves Mine (Mexico), while subsequent deliveries are fulfilled through verified production from Digix Reyes-controlled concessions in Bolivia.

If any portion of the designated collateral becomes impaired, unavailable, or non-compliant, Digix shall, within thirty (30) days, substitute equivalent or superior collateral of equal or greater value, at its sole cost and expense.

2. Progressive Collateralization and Reserve-to-Vault Framework

Digix's Reserve-to-Delivery model ensures that as gold is mined and refined, in-ground collateral is progressively replaced by refined bullion held in LBMA-accredited vaults, maintaining a one-to-one correspondence between Tokens and verifiable metal. This process is subject to internal controls and independent audit verification.

3. Production Diversification

Fulfillment of delivery obligations draws upon multiple active mining sites—including the Iglesiasani, Maripani, Flor, 6 de Agosto, Tora, and Colosal concessions—spanning approximately 9,758 acres of mineralized territory in and around La Paz, Bolivia.

This multi-source approach reduces dependency on any single operation and provides flexibility to manage supply or logistical disruptions.

4. Independent Technical Oversight and Verification

Technical data underpinning the collateral and production plans are reviewed and updated by qualified third-party geological and mining professionals. Independent NI 43-101-compliant assessments and sampling ensure that resource estimates and recovery expectations are based on transparent, verifiable methodologies.

5. Vaulting, Custody, and Logistics Controls

Refined gold bullion is delivered to LBMA-standard vaulting and logistics partners. Each delivery tranche is fully documented and auditable, with custody records maintained under multi-signature control.

All physical gold under Digix custody is insured against loss, theft, and transit damage to the extent commercially available.

6. Regulatory and Compliance Governance

The Offtake Program is structured under Delaware law as a commercial forward sale of a physical commodity and is conducted outside the United States in accordance with Regulation S and applicable commodity trade exemptions.

All participants are subject to KYC/AML verification, and Digix maintains a compliance management system to monitor cross-border sales, export licensing, and anti-corruption protocols.

7. Digital Platform Security

The Digix Platform employs blockchain-based registry and smart-contract infrastructure with multi-factor authentication and cold-storage key management.

Token issuance, transfer, and delivery redemption are recorded on an immutable ledger that links each Token to its corresponding bullion allocation.

Regular cybersecurity audits and penetration testing are performed to minimize operational risks.

8. Force Majeure and Business Continuity Planning

The Offtake Agreement includes a detailed Force Majeure clause allowing for delivery extensions in the event of natural disasters, civil unrest, regulatory interruption, or other events beyond the Company's control.

Digix maintains redundant processing capacity, alternative transport routes, and insurance coverage to minimize interruption during unforeseen events.

9. Transparency and Reporting

Purchasers will have access to periodic Production and Delivery Reports detailing mined ounces, refined output, vault balances, and outstanding delivery commitments.

Where applicable, independent auditors may verify these reports to confirm the integrity of the collateral and the accuracy of outstanding Token entitlements.

10. Commercial Oversight and Governance

Operational oversight is managed through Digix Master Series LLC, a Delaware entity that maintains separate series accounts for each offtake program.

This structure segregates assets and liabilities by series, providing additional protection to offtakers and ensuring that each series' collateral and obligations are legally distinct from others.

These mitigation measures are designed to align Digix's operational performance with its delivery obligations, uphold transparency across each stage of the Reserve-to-Vault cycle, and ensure that all purchasers under the Offtake Agreement receive verifiable, physical gold in accordance with the terms of their contractual entitlement.

Use of Proceeds

Proceeds from the sale of Tokens will be applied toward strategic capital expenditures and operational needs of Digix Reyes Mining S.A. (“DR”), a wholly owned subsidiary of Digix to advance the “Reserve to Delivery” process. Primary uses include the acquisition of heavy mining equipment, funding of working capital requirements, collateral payments for reserve rights, purchases of gold reserves, and the acquisition or control of additional mining assets both in the United States and internationally. Proceeds will also cover certain fees and expenses associated with the Offering

SUMMARY OF DIGIX HOLDING INC.'S OPERATING AGREEMENT

The Company, Digix Holding Inc. is a Panamanian company and an indirect wholly owned subsidiary of Digix, Inc. The Operating Agreement of the Company will govern the rights, obligations and management of the company. The following discussion summarizes certain portions of the Operating Agreement, but all statements made below and elsewhere in this Memorandum regarding the Operating Agreement are qualified in their entirety by the Operating Agreement itself. Capitalized terms used in this Section without definition shall have the meaning given to such term in the Operating Agreement.

Management of the Company. The Company is to be managed by its managers. The initial managers will be Philip Falcone, CEO, and Sharon Knoller, COO. Philip Falcone will have the sole ability to appoint their successors.

Common Equity. The ownership interests in the Company are represented by Common shares.

Common Equity Ownership. Digix Master Series LLC will be the sole equity holder of the Shares.

Company Series. The Company is incorporated in the Republic of Panama to facilitate the operation of a digital asset and commodity offtake platform, enabling the issuance, management, and administration of digital tokens representing pre-paid offtake rights and related bullion delivery obligations.

Distributions. At the managers' discretion, the Company will distribute available cash to its shareholders when received from the Digix Reyes Mining Subsidiary.

No Additional Capital Contributions. There will be no required additional capital contributions.

No Compensation of the Managers. The managers shall not receive any compensation for their services. All expenses will be borne by Digix Holding Inc. In the event Digix Holding Inc. has employees, such employees may receive compensation for their services.

Liability of the Managers to Third Parties. It is expected that the Company will have no debts, obligations, or liabilities. Even so, except as otherwise provided under applicable Panama law or expressly provided in the Operating Agreement, no member will be obligated personally for any of the Company's debts, obligations, or liabilities, whether arising in contract, tort, or otherwise, solely by reason of being a member.

Transferability of Shares. A holder may only transfer shares pursuant to the requirements of the Operating Agreement. Generally, the Operating Agreement requires that the managers of the Company and the board of managers of the Company approve any transfer. Unless approved by the managers, transfers are subject to the right of the Parentco to purchase shares proposed to be transferred.

Indemnification. The managers are entitled to be indemnified and held harmless by the Company, including advancement of expenses, but only to the extent that the Company's assets are sufficient therefor, from and against all claims, liabilities, and expenses arising out of any management of Company affairs, but excluding those caused by the gross negligence or willful misconduct of the managers. The managers' right to be indemnified is subject to the limitations imposed by Panama law. These indemnification rights are in addition to any rights that the managers may have against third parties.

Applicable Law. The Operating Agreement is to be construed and enforced in accordance with the laws of the Country of Panama.

Management of Digix Reyes Mining S.A. Digix Reyes Mining, a direct operating subsidiary of Digix Holding Inc., is to be managed Joseph Reyes. Mr. Reyes is further subject to a long-term contract with Digix Reyes Mining S.A. (see "Exhibit E). Philip Falcone, chairman of the entity, shall have the ability to appoint and or/terminate the managers and employees of Digix Reyes Mining, Inc.

Common Share Ownership of Digix Reyes. There is one class Common Shares of Digix Reyes, of which Digix Panama will hold 99% of such shares.

Distributions. At the chairman's discretion, Digix Reyes will distribute available cash to its Common Shareholder, Digix Holding Inc.

Digix Reyes Mining, Inc. If the manager and chairman determine that Digix Reyes does not have sufficient cash available to pay expenses associated with the business plan, including, for example, additional equipment and or working capital needed, it may require that its sole shareholder, Digix Holding Inc. additional Capital Contributions or seek additional investments under a separate series created by the Company. Any such additional investment may dilute those that shares of Digix Reyes but not of the GoldN token holders.

Compensation of the Digix Reyes Managers. Digix Reyes manager(s) shall receive compensation for services as managers in addition to reimbursement for out-of-pocket expenses, unless otherwise determined by the Board.

Liability of the Digix Reyes Manager to Third Parties. Except as otherwise provided under applicable Panama law or expressly provided in the Digix Reyes Operating Agreement, no member will be obligated personally for any debts, obligations, or liabilities, whether arising in contract, tort, or otherwise, solely by reason of being a member.

Applicable Law. The Digix Holding Operating Agreement is to be construed and enforced in accordance with the laws of the Country of Panama

BUSINESS PLAN

The Company finds itself at the crossroads of two major industry segments – commodities and digital technology. The advent of cryptocurrencies, block chain, smart contracts, etc., has led to the creation of digital assets backed by real world assets. The real-world tokenization (sometimes referred to as “RWA”) market is projected to grow from \$118 billion to \$10 trillion by 2030, unlocking liquidity in private equity, real estate, and more. Commodities, real estate, debt and investment funds are forecasted to be the top four tokenized assets by 2030. Commodities, being one of the largest asset classes, is particularly well-suited for tokenization.

Gold tokenization offers offtake purchasers **unparalleled access to verified, production-linked gold reserves through a transparent, pre-paid delivery framework**. By combining traditional commodity offtake mechanics with blockchain-based allocation and custody, the GoldN structure allows purchasers to secure future bullion at a fixed forward price while maintaining direct traceability from certified reserve to refined metal.

DIGIX HOLDING INC. — GOLDN TOKEN OFFTAKE FRAMEWORK

Digix Holding Inc. (“Digix”) is leveraging advances in digital commodity infrastructure to launch a gold-backed offtake token that modernizes the way forward sales of physical gold are structured and managed. The GOLDN Token represents a commercial forward-sale entitlement secured by verified, certified gold reserves that will be mined, refined, and delivered as part of Digix’s Reserve-to-Vault program.

This structure enables qualified purchasers to pre-purchase future bullion under a transparent, over-collateralized, and fully documented framework, linking digital offtake instruments to tangible, geologically validated gold reserves. The result is a compliant, non-speculative model that integrates commodity finance discipline with physical asset delivery.

Digix’s Tokenized Offtake Model: Delivering Value and Reducing Operational Risk

Digix has developed a tokenized offtake system designed to bridge verified gold reserves with future physical delivery, minimizing exposure to speculative mining risks that typically affect project-based commodity ventures.

In traditional mining finance, operational delays, cost overruns, or equipment failures can impair returns or delivery schedules. The Digix model resolves this by anchoring each Token to proven, independently verified gold reserves rather than contingent production outcomes. Token entitlements correspond to certified in-ground ounces and are fulfilled by refined bullion output sourced from Digix-controlled mines in Bolivia and the United States.

Under the Offtake Agreement, each Token represents a defined fractional delivery right—a pro-rata entitlement to a fixed quantity of gold backed by certified reserves that are progressively converted into refined bullion. The value basis of the Token derives from the quantity of verified gold collateral and the prevailing market reference price of gold at the time of delivery—not from operational profits or speculative performance.

This reserve-anchored structure ensures that offtake purchasers retain a clearly identified and continuously collateralized claim on physical gold, regardless of temporary variations in mining schedules or processing timelines. Operational disruptions—such as weather events, logistical delays, or regulatory adjustments—may affect timing but do not diminish the quantity or quality of the reserve backing each Token.

In practical terms, the GOLDN Token functions as a digital record of a commercial gold purchase agreement, representing a forward allocation of certified gold under a transparent, auditable, and enforceable framework. Each Token is tied to measurable reserves confirmed under NI 43-101 and related geological standards, ensuring a consistent link between digital issuance and physical reality.

Integrated Reserve-to-Delivery Management

Unlike passive commodity issuers that rely solely on external suppliers, Digix—through its subsidiary Digix Reyes Mining S.A.—manages the entire lifecycle of the offtake process: from reserve certification and extraction to refining, vaulting, and delivery. The Company operates and oversees its own production from the Iglesiasani, Maripani, Flor, 6 de Agosto, Tora, and Colosal concessions in Bolivia, with additional assets under development in the United States.

This vertically integrated structure ensures that the gold reserves supporting each Token remain under Digix's direct operational and logistical control, enhancing transparency, traceability, and fulfillment reliability. Purchasers thus benefit from the combination of certified collateral and vertically managed production, creating a direct, verifiable pathway from reserve validation to bullion delivery under the Reserve-to-Vault process.

KEY FEATURES OF THE GOLDN TOKEN OFFTAKE MODEL

The GOLDN Token Offtake is structured as a *commercial forward sale of physical gold bullion* under a defined contractual framework. Each Token documents a pro-rata entitlement to future delivery of refined gold sourced from Digix-controlled mining operations and supported by certified geological reserves.

The following features distinguish the GOLDN structure from traditional investment or speculative mining models:

1. Certified Collateral Foundation

Each issuance is anchored by independently verified gold reserves.

The initial collateral base comprises approximately 49,000 troy ounces of NI 43-101-certified reserves from the San Gregorio Vein at the Nieves Mine (Mexico), with ongoing substitution by refined bullion or new certified reserves as production advances.

This ensures that every Token remains fully backed by verifiable, measurable gold assets at all times.

2. Reserve-to-Delivery Conversion

As mining progresses, Digix systematically converts in-ground collateral into refined, LBMA-standard bullion, creating a *Reserve-to-Vault* audit trail.

Each delivery tranche replaces reserve collateral with vaulted bullion, maintaining continuous one-to-one backing between Tokens and physical metal.

3. Fixed Forward Pricing Structure

20,000 tokens represent gold priced at a fixed forward rate of US \$1,550 per ounce, composed of:

- Pro-Rata purchase at US \$395 per ounce non-refundable down-payment at subscription; and
- Pro-Rata purchase at US \$1,155 per ounce deferred balance payable upon delivery readiness.

This mechanism provides price certainty for purchasers and predictable cash flow for mining and refining operations.

4. Multi-Jurisdictional Production Sources

Bullion deliveries are fulfilled from multiple Digix Reyes-controlled concessions—including Iglesiasni, Maripani, Flor, 6 de Agosto, Tora, and Colosal—covering roughly 9,758 acres in and around La Paz, Bolivia, and will be supplemented by future Digix projects in the United States.

This diversified production base mitigates operational and jurisdictional concentration risk.

5. Delivery and Vaulting Options

Upon notification of availability, purchasers may elect either:

- Physical delivery of bullion to an approved location at their expense; or
- Allocated storage under their name within an LBMA-accredited vault administered by Digix logistics partners.

Title passes in accordance with the Offtake Agreement and Delaware UCC §2-401.

6. Regulatory and Legal Compliance

The Offtake Program is governed by Delaware law and qualifies as a commercial forward sale of a physical commodity, not a security or financial instrument.

All participants undergo KYC / AML verification, and the Offering is conducted outside the United States in compliance with Regulation S and relevant international commodity-trade exemptions.

7. Digital Recordkeeping and Transparency

Token issuance, transfer, and redemption are recorded on the Digix Platform's blockchain-based registry, providing immutable proof of entitlement and collateral status.

Purchasers have access to ongoing production, audit, and vault reports through the platform.

8. Collateral Substitution and Risk Management

If any portion of the designated collateral becomes impaired or unavailable, Digix will substitute equivalent or superior certified reserves or bullion within thirty (30) days of discovery, at its own expense.

Comprehensive insurance, logistical controls, and independent audits further reduce delivery risk.

9. Commercial Governance and Series Protection

All offtake proceeds and obligations are administered through Digix Master Series LLC, a Delaware entity that maintains separate series accounts for each commodity program.

This structure isolates assets and liabilities by series, providing enhanced protection for purchasers and ensuring transparency in fund and collateral management.

10. Reporting and Oversight

Purchasers will receive periodic Reserve-to-Vault status reports detailing mined ounces, refined output, vault holdings, and outstanding delivery obligations.

Independent technical consultants may verify reported data under internationally recognized geological and accounting standards.

Summary

The GOLDN Token Offtake integrates the regulatory discipline of a traditional commodity offtake with the efficiency and transparency of blockchain-based documentation.

By combining certified collateral, fixed forward pricing, and multi-jurisdictional production control, Digix delivers a modernized, secure, and transparent pathway for purchasers to obtain physical gold through a commercial offtake contract.

Projected Milestones

Initial Closing	Dec 15, 2025
Mining Production Begins	Mar 1, 2026
First Production of Doré Bar	Apr 1, 2026
First Refined Delivery to Vault	Jun 1, 2026
Final Delivery - 49,000 oz.	Mar 1, 2027
Deferred Payment Due (60 Days from Final Delivery Date)	Jun 1, 2027

All timelines, milestones, production schedules, and delivery projections contained in this Memorandum are **estimates only** and are provided for illustrative purposes. Actual results, commencement dates, and completion times may differ materially due to regulatory, operational, market, or logistical factors beyond the Company's control. No assurance can be given that any specific milestone or projected date will be achieved as stated.

OFFSHORE STRUCTURE AND REGULATORY COMPLIANCE

Digix Holding Inc. has structured the GoldN Token Offtake Program as a commercial forward sale of a physical commodity (gold) conducted internationally, including in the U.S., in compliance with applicable international trade and financial regulations. While the transaction qualifies as a *commercial contract for the sale of goods* under Delaware UCC Article 2, the Company also observes the onshore and offshore offering principles set forth under Regulation S of the U.S. Securities Act of 1933 to ensure complete regulatory separation from U.S. markets.

Key Elements of the Offshore Framework

1. Eligibility

Participation in the Offtake Program includes both-U.S. and Non-U.S. persons, as defined in Rule 902(k) of Regulation S, and to qualified commercial entities purchasing gold for their own account and delivery. U.S. residents and persons within U.S. jurisdiction are not eligible to subscribe.

2. Jurisdictional Scope

All marketing, subscription, payment, and delivery activities occur exclusively outside the United States. The Offtake is administered through Digix Holding Inc., a company organized under the laws of Panama, and its affiliated Digix Master Series LLC – Series GOLDN (Delaware), which governs the contractual framework for delivery and title transfer.

3. Offshore Entity Management

The offering is managed and executed through offshore subsidiaries, ensuring that all contractual, custodial, and delivery operations remain outside U.S. territory. This structure provides clear jurisdictional separation between Digix's global commodity operations and any U.S. regulatory reach.

5. AML / KYC - Domestic and International Compliance

All purchasers must complete jurisdiction-specific onboarding, know-your-customer (KYC), and anti-money-laundering (AML) procedures prior to acceptance of any subscription. Digix maintains compliance systems aligned with FATF and OECD standards for cross-border commodity transactions.

Regulatory Characterization

The GoldN Token represents a commercial entitlement to future gold delivery and is therefore treated as a physical commodity forward contract, not a security or investment product. The offshore structure ensures the program remains outside the registration requirements of the U.S. Securities Act, while maintaining the highest standards of international trade compliance, contract enforceability, and participant protection.

COMPLIANCE STATEMENT AND LEGAL OPINION SUMMARY

1. Commercial Classification

Independent counsel has reviewed the structure of the GoldN Token Offtake Program and confirmed that it constitutes a commercial forward contract for the sale and future delivery of a physical commodity (gold), governed under Article 2 of the Delaware Uniform Commercial Code (UCC).

The Tokens function solely as documentary evidence of prepaid offtake rights and do not convey any ownership, voting, profit-sharing, or equity interests in Digix Holding Inc. or any affiliate.

Accordingly, the Offtake does not constitute an offer or sale of securities under U.S. federal or state law.

2. Offshore Jurisdictional Framework

The Offtake Program is administered through Digix Holding Inc., a Panamanian company, and Digix Master Series LLC – Series GOLDN, a Delaware entity formed solely to manage and account for the specific series of gold offtake rights.

All marketing, subscription, and delivery activities occur internationally, and in the United States in compliance with Regulation S under the U.S. Securities Act of 1933.

No solicitation or distribution of materials will be made within the United States or directed to any U.S. person as defined in Rule 902(k).

3. Commodity and Trade Compliance

Counsel has further confirmed that the GoldN Token Offtake falls within applicable commercial and commodities exemptions from regulation under the Commodity Exchange Act (CEA), as the transaction involves bona fide physical delivery of gold within customary commercial time frames and does not create leveraged or margin exposure.

The structure also conforms to international trade norms for cross-border mineral offtake contracts and adheres to FATF, OECD, and Panamanian Superintendencia del Mercado de Valores (SMV) anti-money-laundering standards.

4. AML / KYC Compliance Statement

Digix maintains a global compliance program incorporating know-your-customer (KYC), anti-money-laundering (AML), and counter-terrorist-financing (CTF) controls.

All purchasers must complete full identity verification prior to acceptance, and all transactions are screened through international sanctions databases.

Ongoing monitoring is conducted in cooperation with regulated banking, vaulting, and logistics partners.

5. Legal Opinions

- Delaware Counsel has provided an opinion confirming that each Offtake Agreement and Token issuance, when executed, constitutes a valid and enforceable contract for the sale of goods under Delaware UCC § 2-105 and § 2-401, and that title to the underlying bullion passes upon delivery in accordance with the Agreement.
- Panamanian Counsel has confirmed the legal capacity of Digix Holding Inc. to enter into and perform its obligations under the Offtake Program and that the structure complies with Panamanian corporate and international trade law.
- Bolivian Counsel has verified the legality of the mining operations and export rights under which the bullion used for delivery will be produced.

6. Continuing Compliance

Digix commits to maintaining ongoing adherence to all applicable commercial, export, environmental, and trade regulations in each jurisdiction in which it operates.

The Company will update purchasers if any material regulatory changes occur that could affect production, delivery, or transfer processes under the Offtake Program.

Summary

Based on the foregoing opinions and compliance reviews, the GoldN Token Offtake is confirmed to be a lawful commercial forward sale of gold executed under Delaware law and administered offshore in accordance with Regulation S and applicable commodity-trade exemptions.

The structure preserves the rights of purchasers to physical delivery while ensuring full conformity with international AML/KYC, trade, and corporate-governance standards

Exhibit A

[SUBSCRIPTION AGREEMENT]

Exhibit B

[GOLDN OFFTAKE AGREEMENT]

EXHIBIT C

[DIGIX HOLDING INC. ARTICLES]

EXHIBIT D

[DIGIX, INC. FORMATION DOCUMENTS]

EXHIBIT E

[REYES MINING AGREEMENT]

EXHIBIT F

[GOLDN WHITEPAPER]

EXHIBIT G

[NI 43-101 CERTIFICATION]

EXHIBIT H

[GOLDN TOKEN TRUST AGREEMENT]