

INVESTGOLD GOLDEN MILE PLAN (SIGMP) TERMS & CONDITIONS (SIGMP T&C 211118NGM)

1. General Information and Introduction to the sale of rare collectable coins/medallions/bars, Krugerrands, other bullion & portions thereof (through the Co-Ownership Plan) (applicable to GMP Membership Application)

- This agreement relates to the purchase by the Client (as defined below) from INVESTGOLD (as defined below) of rare collectable coins/medallions/bars, Krugerrands, other bullion & portions thereof (made available through INVESTGOLD's Co-Ownership plan ("the product" as defined below) on the basis that the Client makes payment for the product by way of monthly payments over an agreed time period ("the contract term" as defined below).
- Once the Client has accumulated sufficient funds the Client is entitled to purchase from INVESTGOLD the product of his or her choice from the available products which INVESTGOLD publish in a schedule of products ("the product schedule" defined below) on a monthly basis. The product schedule reflects the selling price of the products.
- In general, growth on a rare collectable coin is determined on a 'Supply & demand' basis only.
- INVESTGOLD warrants that they shall at all times hold sufficient stock of the product.
- To assist the Client in deciding on the product, a sales consultant with knowledge of the product will be assigned to him/her. It is advisable to utilize GMP contributions on a monthly basis and to make contact with your sales consultant regularly.
- No credit has been extended to the Client, INVESTGOLD agreeing to retain a stock of product from which the Client can choose after the Client has paid the amount required for the product as published in the product schedule. The parties further acknowledge that the legal relationship between them is analogous to a sale of the product.
- INVESTGOLD will maintain a record of all funds accumulated at all times so as to ensure a full and detailed accounting between the contracting parties.

2. Definitions:

- 2.1 "INVESTGOLD" shall mean the company defined in the attached application form which forms an integral part of the terms and conditions set forth herein;
- 2.2 "the Client" shall mean the party described in the attached application form;
- 2.3 "the application form" shall mean the document titled "Application Form" to which these conditions have been attached and which has been signed by both the Client and INVESTGOLD and which sets forth the details of the parties and the type of contract chosen by the Client;
- 2.4 "the product" means rare collectable coins/medallions/bars, Krugerrands, other bullion as well as portions thereof made available through INVESTGOLD's Co-Ownership plan, chosen by the Client from the product schedule provided to the Client by the broker at the time when the Client exercises the option;
- 2.5 "the sales consultant" means the party described as such in the application form;
- 2.6 "the option" means the right granted in favour of the Client to choose the product from the product schedule provided on request to the Client by the sales consultant at the time when the amount paid by the Client to INVESTGOLD, less any admin charges (if applicable), equals the selling price of the chosen product as published in the product schedule.
- 2.7 "the admin charges" means the total of any charges raised by INVESTGOLD to cover the opening of the Client's account (if applicable), bank charges, a handling fee of R50 each time any debit order is not met and has to be represented for payment, any actual bank charges as charged by INVESTGOLD's bankers or financial institution on any transactions between it and the Client, 15% handling fees on refunds and any amounts forfeited by the Client in the event of default by the Client as described in this agreement;
- 2.8 "contract term" shall mean the contractual period chosen by the Client for the duration of the monthly payments which the Client undertakes to make to INVESTGOLD as reflected in the application form and in these terms and conditions;
- 2.10 "the product schedule" means the list of the stock held by INVESTGOLD or portions of stock within INVESTGOLD's Co-Ownership plan and from which the Client shall be entitled to purchase at the price published in the list once the Client has paid the price to INVESTGOLD;
- 2.11 "standard terms and conditions" means those standard terms and conditions as published, laid down and stipulated by INVESTGOLD from time to time concerning the formalities, procedures and processes adopted by them in their dealings with the Client and with suppliers of the products.

3. The Sale

- 3.1 From the date of the signing of this agreement, INVESTGOLD hereby sells the product to the Client who hereby purchases same on the terms set forth in this agreement and in the application form and at the price for the chosen product as published in the product schedule on the terms set forth in this agreement and in the standard terms and conditions which the Client accepts are binding on him/her;
- 3.2 The parties agree that the final identity of the product will be determined by the Client, or if applicable by INVESTGOLD (as referred to in 5.8) at the time of exercise by him/her of the option.
- 3.3 Risk in and transfer of ownership in the product shall pass from INVESTGOLD to the Client at the time of exercise of the option and not before.

SALES CONSULTANT: _____

CLIENT INITIAL: _____

4. Payments, Invoicing and Security for the Client

- 4.1 For the duration of the contract term the Client undertakes to pay INVESTGOLD the monthly amounts set out in the application form.
- 4.2 The price to be paid for the product shall be the price reflected in the product schedule.
- 4.3 The amounts referred to in 4.1 above accrue to and become the property of INVESTGOLD in consideration for the product hereby sold and to be identified by the Client at the option date. Payments shall be accepted by INVESTGOLD in part reduction of the purchase price for the product.
- 4.4 INVESTGOLD undertakes to the Client to retain in its possession and control, for inspection by the Client during normal business hours, sufficient stock of the product to enable INVESTGOLD to deliver the product to the Client after the Client has exercised the option. The stock reflected in the product schedule shall be the product available to the Client from which to choose. Unless otherwise agreed INVESTGOLD shall nominate the carrier/transporter/courier of the product to the Client and the cost thereof together with any other expenses (insurance, packaging, etc.) that may be incurred by INVESTGOLD shall be for the account of the Client and the risk in the product shall pass from INVESTGOLD to the Client when the option is exercised.
- 4.5 At any time during the contract term INVESTGOLD undertakes to provide the Client upon request with a statement reflecting details of the amounts paid by the Client, any amounts deducted and the reason therefore and the amount available to the Client to purchase the product.
- 4.6 Any accumulated funds standing to the Client's credit can only be used to purchase the product and also only when sufficient funds are available for such purpose. Any refund will be subject to a 15% handling fee calculated on the available GMP funds and will be deducted before any payment/refund will be granted by INVESTGOLD.
- 4.7 By signing the GMP application form the Client accepts (a) INVESTGOLD's Golden Mile Plan Terms & Conditions and (b) INVESTGOLD's Standard Terms and Conditions as set forth herein and agrees to be bound to the arrangements recorded herein.
- 4.8 INVESTGOLD reserves the right to disclose the Client's personal details to any party (attorneys, debt collectors, banks, etc.) whenever it is reasonably necessary for it to properly perform its functions or protect its interests in ensuring that the Client meets its obligations towards its Golden Mile Plan and these arrangements.
- 4.9 INVESTGOLD shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting directly or indirectly from acts of God, civil or military authority, and acts of public enemy, war, riots, civil disturbances, insurrections, accidents, re, explosions, earthquakes, floods, the elements, strikes, labour disputes, theft, robbery or any cause beyond INVESTGOLD's reasonable control.
- 4.10 The Client shall not be entitled to add parties to the contract or divide the contract into parts or request that amounts paid in terms of this agreement be allocated towards any other contract in order to purchase the product or for any other purpose. All payments received by INVESTGOLD on the account shall be recorded as a payment received for and in the name of the Client irrespective of the party making the payment on behalf of the Client.
- 4.11 In the event of INVESTGOLD and the Client agreeing to vary the payment terms then any such variation shall be in writing and shall provide for regular and equal monthly payments by the Client.
- 4.12 In the event that the Client exercises the option, a debit order clearance period of 60 days will apply although the Client may utilize all available funds to exercise such option. The Client may take delivery of the applicable product only after this 60 day period. Management reserves the right to extend or reduce the clearance period.
- 4.13 The Client may exercise the option within the first month of the signing of the contract and after first successful payment has been received unless otherwise agreed upon by Management.
- 4.14 In the event of the Client being unable to continue with monthly payments, a 90 day 'payment vacation' on the contract may be implemented, providing the contractual payments are up to date and the Client notifies INVESTGOLD Management in writing 14 (fourteen) days prior to the next debit order transaction date. The Client will be allowed to continue with the contract within the 90 days period. Clause 7, however, will take effect if these arrangements, or other, were not made and agreed upon by INVESTGOLD Management in writing in order to continue with the contract.
- 4.15 A contract will be cancelled by INVESTGOLD Management after receiving such cancellation request form the Client in writing 14 (fourteen) days prior to required cancellation date.
- 4.16 Should three (3) consecutive debit order defaults occur, the account will be suspended. The Client has 30 days in which to settle the arrears if this arrangement is not met, clause 7 will take effect.

5. Formalities and General

- 5.1 When entering into this agreement all documentation must be signed, where indicated, by the Client and by the following personnel of INVESTGOLD: the GMP Administrator / Financial Manager and GMP Assistant / Financial Accountant.
- 5.2 The Client may also cancel the contract at any time by submitting such notice in writing 14 (fourteen) days prior to any next debit order transaction date. Note that the Setup Fee (if applicable) is non-refundable. Note that clause 7 will immediately take effect, and the Client will not be held liable for any further monthly payments.
- 5.3 A legal guardian must sign on the behalf of any Client who is a minor.
- 5.4 No waiver of any rights under this agreement or variation of the terms shall be effective unless reduced to writing and signed by both the Client and INVESTGOLD management.
- 5.5 The Client warrants that all information supplied is true and correct.
- 5.6 The Client accepts that it is his/her responsibility to ensure that all monthly debit orders are honoured during the contract period and is aware that INVESTGOLD will incur administration, marketing and management costs to promote, administer and manage the Golden Mile Plan and to purchase stock in advance from time to time to supply all Clients with the product when needed.
- 5.7 INVESTGOLD shall ensure that there is always sufficient stock of the product available for the Client to purchase with his/her funds accumulated.

SALES CONSULTANT: _____

CLIENT INITIAL: _____

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5. Formalities and General

- 5.8 If agreed to in the client's Standard Instruction Golden Mile Plan (SIGMP) Application, INVESTGOLD is herewith instructed and authorised by the Client to select and purchase on the product schedule on the Client's behalf any type of coins/medallions/bars or portions thereof in the specific series/plan selected by the Client by means of utilizing the Client's monthly Golden Mile Plan premiums/funds to pay for such on the Client's behalf.

The Client is a collector and needs a vast variety of coins/medallions/bars and portions thereof, which will be kept in safe custody with INVESTGOLD free of charge until INVESTGOLD asks the Client to collect such products or the client wishes to withdraw the products from safekeeping.

The Client was informed by INVESTGOLD and understands that supply and demand determine buying and selling prices and that INVESTGOLD cannot be held liable for any poor performance of products purchased as INVESTGOLD does not dictate market conditions. No investment advice was given to the Client by any of INVESTGOLD personnel.

The Client may sell any of his/her coins/medallions/bars or portions thereof to INVESTGOLD or any other interested party once the Client accepts the buyback price offered to him/her. INVESTGOLD does not need to contact the Client with every transaction as the Client herewith provides the needed instruction and authorisation to INVESTGOLD to make use of the Client's monthly Golden Mile Plan premiums/funds on the Client's behalf to select products in the specific series/plan.

6. Debit and/or stop orders

- 6.1 The Client undertakes to make payment of the amounts due for the product for the contract term chosen by the Client by way of debit or stop orders on the Client's bank account.
- 6.2 In order to achieve same, the Client undertakes to do all things and sign all documents necessary, to ensure that clause 6.1 is achieved.
- 6.3 Unless otherwise agreed all such recurring transactions take place on the first working day of each month. If a debit order transaction is declined, INVESTGOLD will re-present the debit order to the Client's bankers for payment and each time this becomes necessary (including the first occasion of such debit default) a R50-00 administration fee will immediately be levied against the Client's account on any unpaid or declined debit/stop order.
- 6.4 It is the Client's responsibility to ensure that INVESTGOLD has the most up to date contact and billing information of and for the Client at all times.
- 6.5 No interest will be earned on funds received by INVESTGOLD and no interest will be paid to the Client by INVESTGOLD.

7. Breach

- 7.1 Should the Client fail to fulfil any obligation resting upon him/her to INVESTGOLD in terms of this agreement, fail to pay any amount owing to INVESTGOLD by due date, and/or has not applied for implementation of the 'payment vacation' as mentioned in clause 4.14 or did not make other arrangements with INVESTGOLD management then, without prejudice to INVESTGOLD's other rights in law or in terms of this agreement, INVESTGOLD shall be entitled to terminate this agreement.
- 7.2 In the event of the death of the Client, all available funds will be made available to its beneficiaries to exercise the option to purchase the product.

8. Fees & Charges

INVESTGOLD Banking details: **BIDVEST, Acc 22097245401, B/code 462005**

- 8.1 A R50 (Fifty Rand) administration fee shall be levied each time a debit/stop order is not paid.

9. Domicilium Citandi et Executandi

- 9.1 The parties choose the following physical addresses at which documents and legal proceedings in connection with this agreement may be served (that is their domicilia citandi et executandi):
- 9.2 In the case of INVESTGOLD:-

5th on Atrium, 2nd Floor West Towers, 5th Street, Sandton, Jhb
Tel: 011 486 1196 • E-mail: support@investgold.co.za marked for the attention: The Financial Manager.

- 9.3 In the case of the Client, the physical address set out in the application form marked for the attention of the Client.
- 9.4 The Client must notify INVESTGOLD management immediately of any change of such details.

Signed and accepted by the Client at _____ on this ____ day of _____ 20____.

PRINT NAME: _____ SIGNATURE: _____

SALES CONSULTANT: _____ CLIENT INITIAL: _____