



# GOLDSTANDARD®

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_ 202\_\_, by and between

\_\_\_\_\_ (full name of investor),

hereinafter referred to as "Investor," and GOLDSTANDARD Digital (PTY) Ltd, a company duly registered and existing under the laws of South Africa, with its registered office at 179 Circular Drive, Fairview, Gqeberha, 6070, hereinafter referred to as "Company."

WHEREAS, Investor desires to invest in the Company, and the Company is willing to offer Investor preferential security tokens in accordance with the terms and conditions set forth herein.

DEFINITION: "Security Tokens" shall refer to digital tokens representing preferential shares in the Company, which are subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereby agree as follows:

### 1. Investment in Preferential Security Tokens:

- a. The Company offers Investor the opportunity to purchase preferential security tokens ("Tokens") in the Company at a startup price of R 1.00 per Token, which is an 50% discount from the marketed price.
- b. The total number of preferential Tokens currently available for purchase is just under 1 billion. Should Investor purchase, for example, R 100,000 worth of Tokens, he shall be entitled to own 100,000 Tokens, equivalent to 0,01% of the profits of the Company.
- c. The preferential shares represented by the Tokens shall not possess voting rights or control of the company but shall receive preference for dividend payouts, and therefore represent a profit share and not a controlling share.
- d. Any investment in the Company shall not be construed as employment by the Company.

### 2. Tokenization and Added Value of Security Tokens:

a. Preferential shares shall be tokenized in due course to enhance liquidity, safety, and fractionalisation of ownership, thereby endowing the Tokens with intrinsic value beyond their dividend potential.

b. Upon acquisition and preferential share tokenisation, Investor shall receive the security tokens in a secure digital wallet. This wallet shall incorporate a private key known only to Investor, ensuring exclusive access and safeguarding ownership.

### 3. Buy Back Clause:

a. The Company reserves the right to exercise discretion in repurchasing the Tokens and may choose not to buy back the shares at any point, based on its internal evaluation and business considerations. However, the Company acknowledges that for significant investments, it is open to negotiating buy-back terms with the shareholder(s) on a case-by-case basis, prior to the investment occurring. Any such negotiations shall be conducted in good faith and shall be subject to mutual agreement between the Company and the shareholder(s), the terms of such agreement to be put in writing and signed by Company and Investor.

b. In the event that the investor chooses to make an investment in the Company's preferential shares prior to the establishment of a custom buy-back agreement, the investor hereby agrees to be bound by the terms and conditions set forth in this agreement. By investing in the shares, the investor acknowledges and accepts that this agreement governs the investor's rights and obligations concerning the repurchase of the shares by the Company, including any discretionary decisions made by the Company regarding the repurchase of shares. The investor further understands that any negotiations or discussions for a custom buy-back agreement shall not supersede or modify the terms of this agreement unless expressly stated in writing and signed by both parties.

4. No provision of this agreement shall be interpreted as guaranteeing profit. The Investor acknowledges that:

- a. the Investor will only be entitled to profit if there is profit generated.
- b. there is inherent risk of the business sustaining losses.
- c. In the event of losses, the Investor shall have no claim against the Company, its directors, shareholders, employees, agents, officers or representatives.

### 5. Binding Clause:

a. Both parties hereby bind themselves to the terms and conditions of this Agreement upon signing.

### 6. Acceptance of Terms through Funds Transfer

a. In the event that the Investor elects not to execute this Agreement prior to the transfer of funds, it is understood and agreed that the act of transferring funds in accordance with the terms stipulated herein shall be deemed as an unequivocal acceptance of all the terms and conditions set forth within this Agreement by the Investor. Such acceptance through fund transfer shall hold the same binding effect as a formal execution of this Agreement.

7. Amendment of Agreement:

a. Any amendments to this Agreement shall be valid only if mutually agreed upon and signed by both parties.

8. Governing Law:

a. This Agreement shall be governed by and construed in accordance with the laws of the land, superseding any conflicting terms or provisions of this Agreement.

9. Goodwill Clause:

a. The Company acknowledges and appreciates the Investor's commitment and contribution to the Company's growth and success.

b. The Company acknowledges and affirms its earnest commitment to maximizing the Investor's investment and delivering a return on investment. It is the Company's genuine intention to diligently employ its resources, expertise, and innovative strategies to optimize the performance and growth of the business, thereby fostering an environment conducive to generating profits. The Company is fully dedicated to exploring avenues that will enhance the value of the Investor's investment, demonstrating the Company's steadfast determination to yield outstanding results and uphold a partnership of mutual benefit.

IN WITNESS WHEREOF, the Investor and the Company, Duly Authorized, have executed this Memorandum of Agreement as of the date first above written.

Investor: \_\_\_\_\_

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

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

Company: \_\_\_\_\_

GOLDSTANDARD Digital (PTY) Ltd

Duly authorised by: *Dr Nicolas John Thackwray*

Title: *Director*

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