

# GOLDIE NOMINEE LIMITED AND GOLDIE VAULTS LIMITED

## CLIENT AGREEMENT

Last updated **November 2023**

### 1. About Goldie

- 1.1 Goldie Vaults Limited (**Goldie, we, us, our**) trading as "Goldie", offers investors an opportunity to buy and sell Gold Shares in Goldie Nominee Limited (**Goldie Nominee**) through an online trading platform. Goldie Nominee Limited holds 1kg gold bars and Investors may buy shares in Goldie Nominee Limited in accordance with this Client Agreement. Each 1kg gold bar is notionally divided into 10,000 Gold Shares.
- 1.2 Gold is held by Goldie Nominee, when you invest in Goldie Nominee, you become a Shareholder and have an investment in the Gold bars through Goldie Nominee.
- 1.3 Goldie holds the money in investors' Digital Wallets on the terms set out in this Agreement.
- (a) The Platform is owned, operated and maintained by Goldie Vaults Limited to facilitate the buying and selling of Gold Shares by investors.
- (b) Orders are executed and legal issuance of the Shares carried out by Catalist Markets Limited (**Catalist**).
- 1.4 **Entitled persons agreement:** While you are a shareholder and entitled person of Goldie Nominee, you agree:
- (a) for the purposes of section 107(1)(c) of the Companies Act 1993 (**Companies Act**), that shares in Goldie Nominee may be acquired otherwise than in accordance with sections 59 to 65 of the Companies Act; and
- (b) for the purposes of section 107(1)(d) of the Companies Act, that shares in Goldie Nominee may be redeemed otherwise than in accordance with sections 69 to 72 of the Companies Act;
- (c) for the purposes of section 107(2) of the Companies Act, that shares in Goldie Nominee may be issued otherwise than in accordance with section 42 or section 44 or section 45 of the Companies Act; and

(d) for the purposes of section 107(3) of the Companies Act, that Goldie Nominee may enter into a transaction in which a director is interested and that nothing in sections 140 and 141 shall apply to such transactions.

1.5 **Notices:** While you are a shareholder of Goldie Nominee, you confirm for the purposes of section 391(3A) of the Companies Act that you wish to receive all notices, statements, reports and other documents to be sent to you as a shareholder of Goldie Nominee by email to the email address you used to register your Account

1.6 Redeemable shares in Goldie Nominee, known as Gold Shares, are offered through the Catalist Public Market (which is a licensed stock exchange) under the Financial Markets Conduct (Catalist Public Market) Exemption Notice 2021. The register of ownership of the Gold Shares will be maintained by Catalist and transactions to buy or sell the Gold Shares will only be effective when those records are updated by Catalist. You agree that Goldie Nominee Limited will act as your authorised representative to register issuance and redemption of the Gold Shares with Catalist. Additionally you can check the records of Gold Shares you own match the investments shown in the Platform by claiming access to your Gold Share records in a Catalist investor account.

## 2. **Acceptance of Terms**

2.1 This Agreement, together with the Offer Statement, Catalist Terms and Conditions, and any other terms and conditions published on the Website (as amended from time to time), contains the terms and conditions (**Terms**) on which Goldie, Goldie Nominee and Catalist, permits you (**you, your**) to use and access the following products and services (**Products and Services**):

(a) access and use of the website [www.getgoldie.co.nz](http://www.getgoldie.co.nz) (**Website**);

(b) use of the Goldie trading platform (**Platform**) provided through the Website which enables you to buy and sell Gold Shares;

(c) Use of the Catalist Public Market provided through [www.catalist.co.nz/marketplace](http://www.catalist.co.nz/marketplace)

(d) view or interact with any content, information, communications, text, or other material provided through the Website or Platform or Catalist Public Market (**Content**); and

(e) your communications with us, Goldie Nominee and Catalist.

2.2 You agree to be bound by the Terms by registering your Account with us or by otherwise browsing or accessing any part of the Website or Platform. If you do not accept these Terms, you are not permitted to use the Website or Platform.

- 2.3 We may from time-to-time review and update the Terms, including, but not limited to take account of new laws, regulations, products or technology. The most recent versions of the Terms will be made available on the Website and shall apply from the earlier of the date on which they are uploaded or otherwise provided to you in writing.
- 2.4 The Website and Platform are subject to change at any time without notice.
- 2.5 Your use of the Website or Platform is governed by the most recent Agreement posted on the Website or Platform. By continuing to use the Website or Platform, you agree to be bound by the most recent Agreement. It is your responsibility to check the Website or Platform regularly for updated versions of the Terms.
- 2.6 In consideration of us providing you the Products and Services, you agree to be bound by the Terms, as amended from time to time.

### 3. Definitions and Interpretation

3.1 **Definitions:** In this Agreement (unless the context requires otherwise):

(a) **Account** means a Goldie investor account established with us in accordance with this Agreement.

(b) **Agreement** means this agreement, as amended from time to time.

(c) **Anti-Money Laundering and Countering Financing of Terrorism Laws** means the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 and related regulations.

(d) **Business Day** is a day that is not a Saturday, Sunday or public holiday in New Zealand.

(e) **Catalist** means Catalist Markets Limited

(f) **Catalist Public Market** means the licensed financial product market of that name operated by Catalist that can be accessed through the Catalist Website

(g) **Catalist Terms and Conditions** means the Investor Terms and Conditions published by Catalist, as updated from time to time, which govern the terms on which your orders are submitted and recorded through the Catalist Public Market by Goldie on your behalf and which available at  
<https://cdn.catalist.co.nz/Documents/Investor+Terms+and+Conditions.pdf>

(h) **Content** has the meaning given to that term in clause 2.1(d).

(i) **Digital Wallet** has the meaning given in clause 6.1(a).

- (j) **Digital Vault** means the online record of the number of Gold Shares you hold in your Account at any point in time.
- (k) **Force Majeure Event** means any act, event or cause that is beyond our reasonable control, including but not limited to an act of God, act of any governmental agency, accident of navigation, war (whether declared or not), sabotage, riot, insurrection, civil commotion, national emergency (whether in fact or law), martial law, fire, lightning, flood, earthquake, landslide, storm or other severe weather conditions, explosions, power shortage, strikes, lock-outs or other industrial disturbance, uncontrollable delays in transportation, inability to obtain any necessary equipment, facilities or qualified employees, epidemic, pandemic, quarantine, radiation or radioactive contamination, the effect of any applicable law, orders, rules or regulations, computer or internet disruption or failure, employee absence, failure to act by third parties or market delay or disruption.
- (l) **Gift Voucher** means a gift voucher purchased in accordance with our gift voucher terms and conditions published on the Website.
- (m) **Gold** means fine gold bullion bars.
- (n) **Goldie** means Goldie Vaults Limited.
- (o) **Goldie App** means the web application developed by Goldie Vaults Limited to allow Users to access the Platform on a mobile device.
- (p) **Goldie Nominee** means Goldie Nominee Limited.
- (q) **Gold Price** means the price of 1kg of Gold quoted on the Platform, as retrieved by direct feed API from a bullion wholesaler and converted to New Zealand dollars using foreign exchange spot prices sourced from a third party.
- (r) **Gold Share** has the meaning given to it in clause 4.1.
- (s) **Gold Share Ledger** has the meaning given to it in clause 7.14(c)(iii).
- (t) **Investor** means an individual registered with Goldie as an investor in accordance with this Agreement.
- (u) **Investor Number** has the meaning given in clause 5.1(f).
- (v) **Investor Trust Account** means our investor trust account into which Investors' funds are deposited and held by us as trustee on the terms set out in this Agreement.
- (w) **Platform** has the meaning given in clause 2.1(b).

**(x) Privacy Policy** means the privacy policy available on the Website as updated from time to time.

**(y) Regulations** means the Financial Markets Conduct Regulations 2014.

**(z) Storage Facility** means New Zealand Vault Limited's secure vault in Wellington or Auckland, New Zealand, or any other secure storage facility approved by us.

**(aa) Terms** has the meaning given to it in clause 2.1.

**(bb) Third Party Information** means information supplied by Investors, users or third parties and incorporated into the Website or Platform, including Gold Price information and Content.

**(cc) User** means any person that accesses the Website and/or Platform.

**(dd) Website** means [www.Getgoldie.co.nz](http://www.Getgoldie.co.nz) owned, operated and maintained by Goldie Vaults.

3.2 **Interpretation:** In this Agreement (unless the context requires otherwise):

**(a)** a reference to **we, us** or **our** is a reference to Goldie.

**(b)** a reference to **you** or **your** is a reference to the Investor (or a person who wishes to become registered as an Investor).

**(c)** the singular includes the plural and vice versa and a gender includes other genders.

**(d)** the headings are used for convenience only and do not affect the interpretation of this Agreement.

**(e)** other grammatical forms of defined words or expressions have corresponding meanings.

**(f)** a reference to a document includes the document as modified from time to time and any document replacing it.

**(g)** a reference to a party is to a party to this Agreement and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes.

**(h)** if something is to be or may be done on a day that is not a Business Day then it should be done on the next Business Day.

- (i) the word "person" includes a natural person, partnership, body corporate, association, governmental or local authority, agency and anybody or entity whether incorporated or not.
- (j) the word "month" means calendar month and the word "year" means 12 months.
- (k) the words "in writing" include any communication sent by letter, or email or any other form of communication.
- (l) a reference to a thing includes a part of that thing.
- (m) a reference to all or any part of a statute, rule, regulation, or ordinance (statute) includes that statute as amended, consolidated, re-enacted or replaced from time to time.
- (n) wherever "include", "for example" or any form of those words or similar expressions is used, it must be construed as if it were followed by "(without being limited to)".
- (o) a reference to **NZD, \$ or dollars** are to New Zealand dollars, unless otherwise specified.
- (p) a reference to time is to New Zealand time.

#### **4. Gold Shares**

- 4.1 Gold Shares: Goldie Nominee Limited holds 1kg Gold bars and Investors may buy redeemable shares in Goldie Nominee Limited in accordance with this Agreement. Each 1kg Gold bar is notionally divided into 10,000 Gold Shares (one Gold Share represents an investment in one decigram of Gold). Goldie Nominee Limited will ensure that it shall issue no more than 10,000 Gold Shares for each 1kg Gold bar that it owns. Investors may buy and sell Gold Shares at the buy and sell (bid and ask) Gold Price in accordance with this Agreement.

#### **5. Account**

##### **5.1 Registrations**

- (a) Before you can buy or sell Gold Shares through the Platform, you must have an Account with us and Catalist.

- (b) You give Goldie authority to set up a Catalist trading account and to submit orders for Gold Shares on your behalf to execute issuance and redemptions through the Catalist Public Market.
- (c) Certain functions of the Website and Platform may only be available to Investors.
- (d) You may apply to become an Investor by completing the Account registration process. We may accept or reject your registration at our sole discretion.
- (e) You warrant and represent that the information you supply in when you apply to register as an Investor is accurate, complete and not misleading.
- (f) Once verified and registered, we will allocate you a unique investor number (**Investor Number**).

## 5.2 Identification

- (a) To register an Account, you must:
  - (i) be 18 years or older;
  - (ii) be resident in New Zealand;
  - (iii) provide your full name;
  - (iv) provide your date of birth;
  - (v) provide your New Zealand residential address;
  - (vi) provide a copy of your unexpired New Zealand driver licence or such other form of identification accepted by us;
  - (vii) provide your email address;
  - (viii) complete all questions we ask to our satisfaction; and
  - (ix) confirm that you have read and accept the Terms.
- (b) Under the Anti-Money Laundering and Countering Financing of Terrorism Laws applicable to you and us, you will have to provide full personal details, answer all of the questions correctly and completely, and provide proof of identity to us to enable us to verify your identity and then activate your Account.

- (c) You warrant that all identification material provided to us for the purposes of verifying your identity will be valid and correct.
- (d) We reserve the right to request additional information (including identification information) at our sole discretion at any time.
- (e) Only after we are satisfied with the proof of identity and the validation procedure has been completed will your Account become fully functional. Once we have validated your Account, you must carefully check your Account details and immediately notify us of any incorrect and/or incomplete information. If you do not do this in a timely manner, then Goldie shall not be responsible for any adverse consequences you suffer and you agree to release us in relation to any liability that we may have to you in that regard.
- (f) We may retain the above information after the date your Account is closed in order to comply with our legal obligations, in accordance with our Privacy Policy.

### 5.3 Identity Verification

- (a) By you voluntarily providing us with necessary information to allow us to verify your identity, as required by clause 5.2, you confirm that you authorise and enable us to verify your identity, and you consent to us disclosing personal information that you have provided to us to a third party for verification using their systems and services to obtain an assessment of whether that personal information matches information held by various government and other authorities and agencies for the purposes of compliance with applicable Anti-Money Laundering and Countering Financing of Terrorism Laws.
- (b) The third party may give us a report on that assessment and to do so may access and use personal information about you held by various government and other authorities and use third party systems and services and you consent to such access. Alternative means of verifying your identity may be available on request. If we are unable to verify your identity using information provided by you, we will provide you with a notice to this effect and may give you the opportunity to verify your identity using an alternative method acceptable to us.

### 5.4 Bank Account

- (a) In order for you to make full use of the Platform, you must have a bank account held in your name at a New Zealand registered bank, from which you shall transfer funds to your Account. Your nominated bank account is the only bank account to which we shall transfer funds to you as a withdrawal from your Account.
- (b) The title, name and address details of your bank account must match the title and name and address of your Account. For avoidance of doubt, funds may only be withdrawn to your nominated bank account with a name matching that of your Account.



- (c) Without being obliged to do so, we have the right, and you authorise us, to do everything that is reasonably necessary to verify that the name in which the bank account is registered is the same as the name in which your Account is registered as well as to compare information that we receive from your bank to the information that is known to us. You must ensure that your bank cooperates with us about this. In the event of any discrepancies between your Account information and that of your bank account, your Account may be blocked.
- (d) To avoid errors, fraud and/or money laundering, you can only register one bank account with us at a time.
- (e) When providing bank account details you must provide the following information to us, together with any additional information we may require before accepting a bank account:

  - (i) Bank account name which matches the name registered to the Account; and
  - (ii) Bank account number.
- (f) You are fully responsible for checking the information we hold with regard to your bank account and must immediately notify us of any incorrect and/or incomplete information on a continuous basis thereafter. If you do not do this in a timely manner, then Goldie shall not be responsible for any adverse consequences you suffer and you agree to release us in relation to any liability that we may have to you in that regard.

## 5.5 Suspension and Cancellation

- (a) We reserve the right to suspend or cancel your status as an Investor and terminate this Agreement, or otherwise limit your access to and use of the Products and Services:

  - (i) in the event of a breach of the Terms;
  - (ii) if we consider it reasonably necessary to do so to prevent a breach of the Terms; or
  - (iii) as required by law.
- (b) Notwithstanding any other provision of this Agreement, we may cancel your status as an Investor and terminate this Agreement and your access to the Platform immediately without cause at any time by notifying you by email or through the Website or Platform.
- (c) We have the right to close Accounts that have not transacted, nor deposited funds, within thirty (30) days of opening the Account, without any prior notice.

**(d)** Upon cancellation of your status as an Investor and termination of this Agreement, the following shall apply:

- (i) Within 30 Business Days of this Agreement being cancelled, we will liquidate all Gold Shares held by you in your Digital Vault at the then current sell price published on the Platform. The proceeds of such liquidation will be first applied to meet any outstanding fees and charges owing by you. The balance of the proceeds will be paid to your nominated bank account.
- (ii) Your Account will be closed and you will no longer have access to the Website or Platform, other than those portions of the Website or Platform which are publicly available to all Users. Any such use of the Website by you will continue to be subject to the Terms.

## **6. Depositing and Withdrawing Money**

### **6.1 General**

- (a)** Once registered and verified, you will be able to load funds into a digital wallet (**Digital Wallet**) on the Platform that can be used to purchase Gold Shares.
- (b)** You must first deposit money into your Digital Wallet before you can purchase any Gold Shares. You can only purchase Gold Shares with a value equal to or less than the value of the money in your Digital Wallet, including associated fees and charges.
- (c)** We must be able to verify your identity prior to you depositing funds into your Digital Wallet.
- (d)** When depositing funds into your Digital Wallet you must include your first initial, surname and Investor Number in the reference or description field. Transfers can only be made using payment methods provided through the Platform and may not be made by cash or any cheque deposits. Your Digital Wallet will be credited by the net amount we receive.
- (e)** If we receive a bank transfer without an Account name or information linking the deposit to an Account, we will put the deposit into a holding account until we can identify which Account the deposit belongs to. If, in our opinion, we cannot obtain sufficient clarity as to whom the funds belong, we will transfer the funds back to the bank account from which it came.
- (f)** We reserve the right to charge you for costs we incur returning your money and we will not compensate you for any increases in the Gold Price or any losses or damage you incur while we were attempting to identify to whom the money belonged due to you providing incorrect details.

## 6.2 Deposits

- (a) You can only deposit money to your Digital Wallet using payment methods provided through the Platform.
- (b) Your money will be held in your Digital Wallet on trust for you in Goldie Nominee's Investor Trust Account. The Investor Trust Account is a pooled account, such that the money in your Digital Wallet will be held together with the money in other Investors' Digital Wallets. We may also hold a buffer of our own money in the same account.
- (c) You authorise us to deduct from your Digital Wallet any amounts payable by you in accordance with clause 10 of this Agreement.
- (d) You acknowledge that you will not receive interest on amounts held in your Digital Wallet.

## 6.3 Withdrawals

- (a) You can request to withdraw any funds in your Digital Wallet through the Platform, in the form and manner described on the Website or Platform, up to the amount of your available cash balance in your Digital Wallet, less any outstanding fees and charges. The proceeds of any withdrawal will be paid to your nominated bank account. We will process your request within four (4) Business Days and payment will be made in accordance with our bank's payment terms, conditions and timeframes to process. It may take longer than this before the funds appear in your bank account depending on how quickly your bank, or any correspondent banks, take in processing the transfer.
- (b) Any funds in your Digital Wallet that result from the redemption of a Gift Voucher or promotion may not be withdrawn into your nominated account for a period of 12 Months from the date the credit was applied. All such funds may only be used for the purchase of Gold Shares.

## 7. Transactions

7.1 Prior to placing your first order, you must familiarise yourself with our Terms and the Platform.

### 7.2 Buy and Sell Prices

- (a) The buy and sell price of one Gold Share is displayed in the Goldie Platform at the time of purchase. Fees and charges are payable in accordance with clause 10.
- (b) The price of Gold Shares is subject to change based on the live spot prices provided to us and will only be fixed for five minutes once a buy or sell request has been submitted. Your

buying and selling orders are executed at the buy and sell prices published through the Platform, at the time that we execute the order. Prices given or offered are firm and are intended when you offer to buy, or sell, to constitute an offer by you that simply requires acceptance by us to result in a binding agreement in respect of that order.

### **7.3 Buying and Selling Gold Shares**

- (a)** You authorise us to accept your order to buy or sell Gold Shares as an instruction to proceed directly with the settlement of any order that can be fully executed on your behalf.
- (b)** Gold Share orders will be submitted into the Catalist Public Market on your behalf and executed by the Catalist system.
- (c)** Gold Shares are not transferrable to third parties. You may only buy Gold Shares from, and sell Gold Shares through the Goldie Platform. The ownership of the Gold Shares is transferred when the transfer is recorded on the Catalist Public Market.

### **7.4 Placing Orders**

- (a)** An order is irrevocable. After executing an order through the Platform, you will receive a confirmation of receipt of the order, via a Platform generated message. Orders are settled daily through the Catalist Public Market.
- (b)** Any losses resulting from incorrect, incomplete, unclear or inaccurate orders or instructions from you are for your account and risk.
- (c)** The purchase or sale of a Gold Share always takes place at the price offered by us at the time of the order confirmation . Normally the execution will occur on the same day through the Catalist Public Market. However, if you place an order when the Platform is not quoting a live price, there is a risk that the price at which the order is executed is higher or lower than the actual live price.
- (d)** You must specify the quantity of Gold Shares you wish to buy or sell, where 1 decigram is equal to 1 share. The quantity that you specify is regarded as the final quantity.
- (e)** We will use our best endeavours to execute your orders as regards price and quantity, in accordance with your instructions. We will not be liable to you in any way for any costs, losses, damage and the like incurred by you if we fail to execute your order. For example, where there is insufficient quantity of Gold Shares available to fulfil your order.

## 7.5 Order Validation

**(a)** We will only accept your orders to buy Gold Shares:

- (i) when you have sufficient funds in your Digital Wallet to be able to settle the whole transaction (including fees and charges); and
- (ii) where the fulfilment of your order will not result in you holding greater than 10,000 Gold Shares.

**(b)** We will only accept your orders to sell Gold Shares when the specified quantity of Gold Shares is stored in your Digital Vault at that time and is available to be sold by you.

## 7.6 Refusal to Execute an Order

**(a)** We have the right at our discretion, but not the obligation, to refuse to execute an order if:

- (i) the order is incorrect, incomplete, unclear or inaccurate;
- (ii) a condition for the execution of the order has not been satisfied;
- (iii) the balance in your Digital Wallet or number of Gold Shares in your Digital Vault is insufficient to execute the order;
- (iv) fulfilment of your order will result in you holding greater than 10,000 Gold Shares; or
- (v) in our opinion, there are reasons to assume that the execution of the order would violate any applicable laws, regulations or these Terms.

**(b)** We will notify you through the Platform or by email if we refuse to execute an order, including the grounds for refusal as well as the procedure for the correction of any inaccuracies that have led to the refusal, unless such notification(s) are forbidden by reason of applicable laws and regulations.

**(c)** We are not responsible or liable for any loss or damage you incur arising from exercise of our rights under this clause.

## 7.7 Order Execution:

**(a)** Orders are settled and shareholder records are updated in the Catalist electronic transfer system.

- (b) Your buying or selling order will be deemed to have been received by us on the Business Day on which we receive the order. If your order is received by us on a day that is not a Business Day, the order shall be deemed to have been received on the next Business Day.
- (c) If possible, orders are executed on the day we receive them and no later than during the following Business Day.

#### 7.8 Order Confirmation

- (a) We will confirm the receipt of an order with a system generated message after each order request. The settlement of an order will result in:
  - (i) us sending you an order receipt confirmation by email, setting out the quantity of Gold Shares that will be issued or redeemed based on the original order and will state the exact price at which the order will be executed; and
  - (ii) the issued Gold Shares being added to your Digital Vault.
- (b) Failure to receive an email confirming execution may mean the order was not accepted and the responsibility is entirely on you to follow up with us as to what has happened.

#### 7.9 Order Cancellation

- (a) An order cannot be revoked where the order has been accepted for processing or has been executed.
- (b) You understand and accept that when we have commenced processing your order, or have executed your order, the order cannot be cancelled.

#### 7.10 Buying Gold Shares

- (a) You can use the positive balance in your Digital Wallet to purchase Gold Shares through the Platform. The balance in your Digital Wallet must be sufficient to meet the cost of the Gold Shares you wish to purchase together with all transaction fees or charges associated with such purchase.
- (b) If you choose to purchase Gold Shares, the total purchase price plus fees and charges will be deducted from your Digital Wallet.
- (c) Once the order is processed, the crediting of the Gold Shares into your Digital Vault will take place and the buying price and fees and charges payable will be debited from your Digital Wallet. Following this the transaction is executed in the Catalist Public Market and

you become the owner of the Gold Shares only once the Catalist share register has been updated subject to these Terms. You will receive an email confirmation with details of the processed order. It may take up to [one business day] for your transactions to be recorded through the Catalist Public Market.

**7.11 Settlement of a Buying Order:** You pay for your purchase transaction with the funds in your Digital Wallet, so before carrying out the transaction, you must ensure that the balance in your Digital Wallet is sufficient for the payment of the buying price including all accompanying fees and charges. If the balance in your Digital Wallet is insufficient, your transaction will not be executed.

**7.12 Selling Gold Shares:** You can sell Gold Shares in your Digital Vault through the Goldie Platform.

- (a)** If you choose to sell Gold Shares through the Platform, the specified quantity will be purchased from you at the sell price for Gold Shares at the time the order is placed, less all applicable fees and charges.
- (b)** Once the order is processed the Gold Shares are debited from your Digital Vault and the purchase price, less any fees and charges payable, is credited to your Digital Wallet, which we will then hold on your behalf in accordance with the Terms. You will receive an email confirmation with details of the processed order. It may take up to [one business day] for your transactions to be recorded through the Catalist Public Market.

**7.13 Settlement of a Selling Order**

- (a)** The proceeds from selling Gold Shares are always credited to your Digital Wallet after deduction of costs.
- (b)** Proceeds received from sales and credited to your Digital Wallet can be transferred to your nominated bank account through the withdrawal function of the platform in accordance with clause 6.3.
- (c)** We may charge a fee for transferring funds from your Digital Wallet to your nominated bank account.

**7.14 Physical Gold**

- (a)** An inventory of 1kg Gold bars held by Goldie Nominee will always be maintained to match (or exceed) the total number of Gold Shares issued to Investors, with each 1kg Gold bar being equal to no more than 10,000 Gold Shares.
- (b)** The Gold bars will be held by Goldie Nominee on the terms set out in clause 9.

**(c)** We will:

- (i) store the Gold at a Storage Facility;
- (ii) insure the Gold at its replacement value;
- (iii) maintain a Gold Share ledger, which accounts for all Gold Shares issued to Investors (**Gold Share Ledger**) and which we reconcile daily with the share register maintained by Catalist;
- (iv) update the Gold Share Ledger at least daily.

**(d)** There is no minimum number of Gold Shares you must purchase or hold at any one time. You may not hold more than 10,000 Gold Shares at any one time.

#### 7.15 **Gift Vouchers**

- (a)** We may make Gift Vouchers available for purchase via the Website.
- (b)** Gift Vouchers purchased through the Website will incur a processing fee, which shall be noted on the Website.
- (c)** The gift voucher terms and conditions published on the Website will apply to all Gift Vouchers.

#### 7.16 **Failure to pay fees or charges**

- (a)** You will receive an email if we are unable to debit any fees and charges from your Digital Wallet. If you fail to pay any sum owed by the due date for payment either by failing to replenish the funds in your Digital Wallet or by failing to provide any other means by which we can successfully collect payment of the fees and charges, we shall be entitled to collect those fees and charges at our sole discretion by:
  - (i) liquidating Gold Shares in your Digital Vault sufficient to pay any amount owed by you, in which case you irrevocably authorise us to sell or otherwise deal with Gold Shares in your Digital Vault for that purpose; and/or
  - (ii) offset the amount owed to us against any amount due to be paid by us to you.
- (b)** Your consent shall not be required to initiate such a sale and we shall not be obliged to provide advance notice to you. You authorise us to carry out all legal transactions on your behalf that may be necessary in relation to the sale and transfer of your Gold Shares as referred to above. All transaction fees and charges shall also be charged when Gold Shares are sold in accordance with this clause.



(c) Where the value realised from liquidating Gold Shares in accordance with this clause exceeds the value of outstanding fees and charges, the remaining balance will be deposited into your Digital Wallet.

## **8. Use of Investor funds**

8.1 **Withdrawal of funds:** We will only withdraw investor money from the Investor Trust Account if the withdrawn funds are:

(a) repaid to you;

(b) used to acquire Gold Shares in accordance with your instructions; or

(c) used to pay fees and charges payable by you under this Agreement.

8.2 Investor money will not be used for any purpose other than in accordance with this clause 8. We may not use Investor money for:

(a) satisfying our debts or liabilities; or

(b) meeting the costs associated with our general operations.

## **9. Terms**

9.1 We will hold your money in your Digital Wallet on trust for you in Goldie Nominee's Investor Trust Account in accordance with clause 6.2(b).

9.2 The Gold bars will be held by Goldie Nominee Limited on the following terms:

(a) All Gold Bars will be held in the name of the shareholders owning the Gold Shares in proportion to the number of Gold Shares owned.

(b) We may sell a Gold bar:

(i) to meet:

(A) any selling order made by an Investor(s) in accordance with clauses 7.12 and 7.13 of this Agreement; and

(B) any redemption of Gold Shares by us in accordance with this Agreement,

provided that we will always maintain a sufficient inventory of Gold bars to match (or exceed) the total number of Gold Shares issued to Investors, with each 1kg Gold bar being equal to no more than 10,000 Gold Shares; and

(ii) if that Gold bar is not required to meet our obligation to maintain a sufficient inventory of Gold bars to match the total number of Gold Shares issued to Investors.

**(c)** The proceeds of the sale of Gold bars pursuant to clause 9.2(b) shall be applied as follows:

(i) First, to meet any outstanding fees and charges payable by an Investor(s) pursuant to this Agreement.

(ii) Second, in payment to the relevant Investor(s) in relation to the sale/redemption of their Gold Shares, in which case an amount equal to the net proceeds of the selling order (less any fees and charges payable) will be credited to the relevant Investor(s) Digital Wallet (and held on trust by Goldie in accordance with clause 9.1).

(iii) Third, any remaining proceeds shall be for our account, and we are entitled to transfer such amounts to a bank account in our name (separate from the Investor Trust Account).

## **10. Fees and charges**

### **10.1 General**

**(a)** Fees and charges apply for buying and selling Gold Shares, and storing and insuring Gold. The rates payable vary depending on the quantity of Gold Shares that you buy or sell.

**(b)** The fees and charges are paid from your Digital Wallet. If the balance is insufficient, we may redeem any part of your Gold Shares to pay for any fees and charges.

**(c)** Any fees and charges incurred in respect of special arrangements requested by you and agreed by us for the storage or redemption of Gold Shares must be paid by you.

**(d)** We are entitled to change the fees and rates at any time provided we have given you a minimum ten (10) days' notice.

**(e)** We will notify you of any other fees or of any changes to fees and rates through the Website or Platform.

- (f)** Some or all of the fees or charges may be paid to Goldie Vaults for the services provided by Goldie Vaults to you and/or Goldie Nominee, including services in relation to:
  - (i) operating and maintaining the Website and Platform; and
  - (ii) facilitating the purchase, storage, and insurance of Gold (as agent for Goldie Nominee Limited).

## 10.2 Commission Fees

- (a)** Commission is charged at the time you purchase and sell Gold Shares. The commission is deducted from the funds in your Digital Wallet. The current commission fees are published in the Goldie Platform.
- (b)** When you place a buy or sell order, an indication of the transaction costs is provided, including commissions and fees applicable. The rate of the commission is charged over the value of Gold Shares selected at the rate shown and the actual transaction costs are confirmed prior to execution of the order.

## 10.3 Insurance and Storage Fees

- (a)** Insurance and storage fees are charged monthly in arrears. After the end of each calendar month, if you held Gold Shares during that month you will be charged a storage and insurance fee for that month.
- (b)** Insurance and storage fees are calculated based on the average end of day value of your Gold Shares during the month.
- (c)** Any insurance and storage fees payable will be deducted from funds in your Digital Wallet.
- (d)** If you do not have enough funds in your Digital Wallet to meet your insurance and storage fees, we will notify you that you are required to top up your Digital Wallet to cover the outstanding fees. If the balance of your Digital Wallet remains insufficient to cover outstanding fees after five days of us providing such notice to you, we will purchase such number of Gold Shares from you required to meet such outstanding fees in accordance with clause 7.16.
- (e)** At the time all of your Gold Shares are sold, we will calculate your insurance and storage fees as at the date on which the last of your Gold Shares are sold. Part months are charged based on a full calendar month. Such insurance and storage fees will be deducted from your Digital Wallet on the date that your final Gold Shares are sold.

(f) Insurance and storage charges are based on a percentage of the value of your Gold Shares in your Digital Vault above a specified minimum value. These fees are calculated based on the average end of day value of Gold Shares held by you during the relevant calendar month.

(g) The current fees can be located on the Website.

10.4 **Goods and Services Tax:** Unless stated otherwise, all fees are inclusive of any applicable Goods and Services Tax (GST).

10.5 **Withholding Tax:** If withholding tax is imposed by any law to your transaction, we will withhold such tax and pay it to the relevant authority. Unless the amount is withheld in error, we will not be responsible for reimbursing you or otherwise paying any amount to you to compensate you for any amount withheld.

## 11. Intellectual Property

11.1 All intellectual property rights (including copyright and patents) in the Products and Services and all components of them are owned by or licensed to us and/or Goldie Nominee, unless otherwise indicated. You must not copy, modify or transmit any part of the Website, Platform or any Content.

11.2 The Products and Services contain trademarks, logos, service names and trade names that are owned by or licensed to us and/or Goldie Nominee which may be registered or otherwise protected by law. You are not permitted to use any trademarks, logos, service names or trade names appearing on the Content, Website or Platform.

11.3 You have a non-exclusive and non-transferable licence to use the Website and Platform, for your own personal use. Aside from accessing the Website and Platform, and subsequent updates to the Platform, you may not download (other than page caching) the Website or modify the Website, or other parts of the Platform or any portion of them.

## 12. Security Interest on Gold Shares

12.1 You may not grant any security interest or any third party interest in or over the Gold Shares purchased from us. Furthermore any purported grant of any security interest or any third party interest in or over the Gold Shares purchased from us by you at any time is invalid.

## 13. Warranties, Liabilities and Indemnities

### 13.1 Warranties

- (a)** You agree that you have not relied on any representation, description, illustration or specification that is not expressly stated in these Terms.
- (b)** The Gold and foreign exchange markets are volatile. Losses may be incurred both as a result of price diminution and if any price gains do not exceed applicable insurance, storage, and related fees and charges. We have not offered or given and will not provide any advice (including but not limited to investment advice, financial advice, professional advice, legal advice or tax advice) in connection with the Website or Platform. Neither Goldie nor Goldie Vaults will be held liable for any losses incurred whilst using the Website or Platform. You should obtain your own legal, taxation or financial advice before transacting.
- (c)** Neither Goldie nor Goldie Nominee warrant that you will have continuous access to the Website or Platform. Neither Goldie nor Goldie Nominee will be liable in the event that the Website or Platform is unavailable to you or due to computer downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunications supply.
- (d)** Neither Goldie nor Goldie Nominee guarantee the delivery of communications over the internet as such communications rely on third party service providers. The exchange of information electronically is vulnerable to interception by third parties and neither Goldie nor Goldie Nominee guarantee the security or confidentiality of information available through the Website or Platform nor the security of the Website or Platform. Whilst we strive to protect information transmitted via the Website or Platform, any such information is transmitted at your own risk.

**13.2 Limit of Liabilities:** To the extent permitted by law and notwithstanding any other provision of these Terms, neither Goldie nor Goldie Nominee will be liable to you for:

- (a)** any damage, loss or expense resulting from or caused by:
  - (i)** any act by us or Goldie Nominee which was carried out in good faith (notwithstanding that such act may have been in breach of these Terms or negligent);
  - (ii)** your transactions through the Website or Platform;
  - (iii)** fluctuations in the Gold Price or the value of any Gold Shares you have purchased;
  - (iv)** any act or omission of any third party;
  - (v)** any inaccurate or incorrect Third Party Information;

- (vi) any event or circumstance beyond our reasonable control including, without limitation, a Force Majeure Event;
- (vii) any breach of these Terms, negligence, default, fraud or dishonesty by you;
- (viii) any taxation consequences either positive or negative incurred from gains realised via transactions conducted through the Website or Platform or arising for any reason from any other transaction or use of the Website or Platform. You agree that you will reasonably comply with your taxation obligations imposed by any law of any jurisdiction; or

**(b)** any direct or indirect lost profit, loss of opportunity, incidental, consequential or special damages, howsoever the loss is caused and regardless of whether it was foreseeable or not.

13.3 To the extent permitted by law and notwithstanding any other provision of these Terms, Goldie and Goldie Nominee's maximum aggregate liability and that of Goldie and Goldie Nominee's employees, agents or contractors for any loss, damage, claim, cost or expense whatsoever arising out of or in connection with these Terms, the Website or Platform, all links to or from the Website or Platform and the goods and services advertised or accessible using the Website or Platform will be the value of the Gold Shares in your Digital Vault at the relevant time in aggregate for all claims.

13.4 The value of the Gold Shares in clause 13.3 is determined by us with reference to the Gold Price at 10am on the relevant Business Day of the claim.

13.5 **Indemnities:** You agree to indemnify us and Goldie Nominee in respect of all loss, damage, costs, expenses (including legal fees on a full indemnity basis), fines, penalties, claims, demands and proceedings howsoever arising, whether at common law (including negligence) or under statute, in connection with any of the following:

**(a)** any breach of these Terms by you;

**(b)** your use of the Website or Platform; and

**(c)** your communications with us and/or Goldie Nominee.

13.6 You agree to the warranties, indemnities and limitations of liability set out in the Catalyst Terms and Conditions.

## 14. General

### 14.1 Your use of the Platform:

- (a) You agree to use the Website and Platform in good faith in accordance with the Terms and applicable law.
- (b) You will comply with any policies, procedures, operating rules, directions of us from time to time in relation to the operation of the Platform, your status as an Investor, your access to the Website or Platform and the manner of performance of your obligations under the Terms.
- (c) You are responsible for all dealings through the Platform, including any fraudulent, illegal or unauthorised transactions, which are attributable to your conduct or lack thereof. You release and discharge Goldie and Goldie Vaults from any liability in respect of such dealings.
- (d) The Website and Platform incorporate Third Party Information. Neither Goldie nor Goldie Vaults are responsible for the Third Party Information and make no representation as to the accuracy, reliability, timeliness or appropriateness of the Third Party Information. You acknowledge that buy and sell price information may be delayed in extraordinary circumstances including by virtue of a Force Majeure Event.

#### 14.2 Registration and Login

- (a) Certain parts of the Website and Platform are only accessible to Investors who have completed the registration and are “logged in”.
- (b) While you are an Investor, you represent and warrant that you are the individual identified in your registration for an Account, you have all necessary authorities in respect of your account and that all information you have supplied to us in connection with your use of the Website and Platform is true and correct.
- (c) When using the Website or Platform, you are responsible for maintaining the confidentiality of your login details and for restricting access by third parties to your account. You agree to be liable if your login details are used by an unauthorised person and are fully responsible for all activities that are conducted under your account.

#### 14.3 Prohibited Uses: In using the Website or Platform, you must not engage or attempt to engage in any activities that:

- (a) violate any applicable domestic or international law, codes, regulations relating to anti-money laundering, anti-bribery, anti-corruption and other improper payments, principles of law or equity established by decisions of courts and statutes, regulations or by-laws;
- (b) result in the placement, posting, uploading of, linking to, sending, storing or otherwise communicating or distributing in any way content that is (or is likely to be considered)

inappropriate, defamatory, abusive, profane, infringing, obscene, indecent, obscene, or unlawful material or information;

- (c)** violate the rights of any third party (including, without limitation, abusing, stalking, threatening or otherwise, infringement of copyright, trademark, or other intellectual property right, misappropriation of trade secrets, confidential information, electronic fraud, invasion of privacy, pornography, obscenity or defamation);
- (d)** interfere with or disrupt any third parties (including other Users of the Website or Platform), equipment, functions, features, the Website or Platform;
- (e)** introduce or allow the introduction, transmission, distribution or uploading of any, virus or other potentially harmful programs, materials, information or malicious code into the Website or Platform or any related network;
- (f)** use any device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Website or Platform or their contents;
- (g)** involve distribution of unsolicited advertising or chain letters, repeated harassment of other Users or third parties, impersonating another user, falsifying a Users' network identity for improper or illegal purposes, gaining unauthorised access to any parts of the Website or Platform, sending unsolicited bulk emails or calls, continuing to send someone email after being asked to stop and using a network to gain unauthorised entry to any other machine accessible via a network;
- (h)** involve the unauthorised use of any machine or network, denial of service attacks, falsification of header information or user identification information, monitoring or scanning the networks of others;
- (i)** gain unauthorised access to the Website or Platform;
- (j)** disrupt, impair, alter or otherwise interfere with the functions, features, Content of the Website or Platform;
- (k)** restrict or inhibit any other visitor from using the Website or Platform, including, without limitation, by means of "hacking" or defacing a portion of the Website or Platform;
- (l)** express or imply that statements you make are endorsed by us or Goldie Vaults, without our prior written consent;
- (m)** modify, adapt, decompile, reverse engineer, disassemble or otherwise reduce the Website or Platform to a human-perceivable form;



- (n) remove any copyright, trademark or other proprietary rights notices contained in the Website or Platform;
- (o) harvest or collect information about the Website's visitors or Users without their express consent;
- (p) are commercial, including selling, modifying, displaying, distributing or otherwise using any Content, in whole or in part, for any public or commercial purpose without our prior written consent, marketing, advertising or promoting goods or services, collecting and using any product lists or pricing for the benefit of other merchants, or re-selling, sublicensing or translating the Website or Platform;
- (q) frame the Website, or utilise framing techniques on any part of the Website, without our express written permission; or
- (r) provide access to your Account to any person other than yourself.

14.4 **Privacy:** Any personal information submitted by you to us is subject to and will be handled in accordance with Our Privacy Policy published on the Website. You agree that, by using the Website or Platform or communicating with us, you have read the Privacy Policy, understood its contents and consented to its requirements.

14.5 **Jurisdiction and Law:** This Agreement is governed by the laws of New Zealand and you submit to the exclusive jurisdiction of the courts of New Zealand in respect of any dispute or proceeding arising out of this Agreement.

14.6 **Severability:** Each provision of this Agreement is severable from the others and no severance of a provision will affect any other provision.

14.7 **Survival:** Despite any other provision in this Agreement, clauses 10, 11, 12, 13 and 14 survive the expiry or termination of this Agreement.