

Voima Miners Agreement

Version: 4.0

Voima Gold Oy (hereinafter referred to as “Voima”) and you (hereinafter referred to as “the Customer” or “the Miners Customer”) declare to enter the Voima Miners Agreement (hereinafter referred to as “Agreement”) under the following terms and conditions:

- Article 1.** This Agreement defines the terms and conditions for a Material Deposit by the Miners Customer.
- Article 2.** The Customer must have a Voima Account prior to delivering a Batch, and the account must be verified.
- Article 3.** The Customer understands and approves that the Material included in the Batch will be melted, drilled or otherwise worked for the Analysis of the delivered Material’s gold content.
- Article 4.** Upon delivery, Voima creates a Delivery Note of the Batch, which will be sent to the Customer via email. The Customer can request a physical copy of the Delivery Note when the delivery is made. The Customer will not be able to claim back the Batch once it has been received by Voima.
- Article 5.** All complaints, questions and notes regarding the services described in this Agreement must be submitted to Voima via a written notice delivered either on paper or via email. Voima is not obligated to discuss any details regarding an individual Batch or the Agreement on the phone or through an instant messaging application.
- Article 6.** As a service guarantee, from the time indicated on the Delivery Note, Voima has two full business days to Analyse a Gold Batch and five full business days to Analyse a Silver Batch.
- Article 7.** Voima deposits the pure gold found in the Analysis of a Gold Batch into the Customer’s Voima Account, minus the fees associated with gold. Once Voima has processed the deposit, the Customer can then sell the gold on the Customer’s Voima Account through Voima’s mobile or online platform.

The gold bought and sold using Voima Account is VAT exempt.

For the pure silver found in the Analysis of a Gold Batch or a Silver Batch, Voima deposits a corresponding amount of euros into the Customer’s Voima Account, minus the fees

associated with silver. The Customer will not receive a rebate, if there is gold present in the Analysis of a Silver Batch.

Article 8. All the fees charged by Voima, associated with gold, regarding the delivery, Analysis, Treatment, refining and handling of the Batch are included in Voima's commission for the brokerage services of Investment Grade Gold and are therefore VAT exempt.

Voima does not charge the Customer separately for refining, handling, Analysis or Treatment of the Batch, because those fees are included in Voima's total commission for brokerage services of Investment Grade Gold.

Voima holds a VAT warehouse status for silver. All the fees charged by Voima, associated with silver, regarding the delivery, Analysis, Treatment, refining and handling of the Batch are VAT exempt.

The Finnish Tax Authority governs Voima's VAT warehouse status in accordance with the laws of Finland.

Article 9. All fees and costs associated with Voima Miners and the use of the Voima Account can be found online from www.voimagold.com/pricing unless otherwise mentioned in this Agreement or through a written notice to the Customer.

Voima reserves the right to any price changes between deliveries, which can be applied via a written notice to the Customer.

Article 10. Voima has the right but no obligation to melt the Material delivered. If the Material includes gold or silver bars, Voima may drill or otherwise work the bars, without melting them.

Article 11. Voima uses a NITON XL2 XRF-Analyzer to Analyse the purity of the Batch.

Article 12. The results from individual measurements taken with the XRF-Analyzer may vary from one another by multiple percentage points.

Article 13. In order to provide a reliable Analysis for the Batch, Voima uses statistical analysis to determine the purity of the material from the results provided by the XRF-Analyzer. Proper sampling is performed, statistical outliers are removed and averages are used in order to improve the accuracy of the Analysis.

Voima always selects the highest results provided by the statistical analysis to ensure the best Analysis result for the Customer.

Article 14. For the pure gold found in the Analysis of a Gold Batch Voima shall deposit pure gold into the Customer's Voima Account according to the following Calculation, after the Analysis is finished:

gross weight after Analysis times the highest Analysis result average minus Analysis fee

gross weight after Analysis (g) X highest Analysis result average (%) – Analysis fee (g)

For the pure silver found in the Analysis of a Gold Batch, Voima shall deposit euros into the Customer's Voima Account according to Article 15 with the exception that an Analysis fee will not be charged.

Article 15. For the pure silver found in the Analysis of a Silver Batch, Voima shall deposit euros into the Customer's Voima Account according to the following Calculation, after the Analysis is finished:

gross weight after Analysis times the highest Analysis result average times 95.00% of the Exchange Rate of Silver minus Analysis fee

gross weight after Analysis (g) X highest Analysis result average (%) X 95.00% of the Exchange Rate of Silver (€/kg) – Analysis fee (€)

Article 16. The Exchange Rate of Gold in Voima's service is as quoted by Voima's data provider nFusion Solutions Ltd. The Exchange Rate of Gold, with which the Analysis fee is Calculated, is indicated on the Deposit Certificate.

The Exchange Rate of Silver is as quoted by Voima's trading partners. The Exchange Rate of Silver, with which the euro deposit for silver is Calculated, is indicated on the Deposit Certificate.

Article 17. This Agreement enters into effect once the Customer has accepted the Agreement.

Article 18. Voima reserves the right to make changes to this Agreement at any time by notifying the Customer via a written notice. The Customer agrees to the changes by using the service after the changes are made or after five (5) business days have passed regardless of whether the Customer has used the service or not.

Article 19. This Agreement supersedes all prior or contemporaneous agreements with respect to the subject matter contained herein, and all such other agreements will have no further force or effect, nor will the parties to any such other agreement have any further rights or obligations thereunder.

Article 20. Voima has the right to ask the Customer for the origin of the Material or an individual item in the Batch as well as other KYC and AML-related documentation. The trace for the origin of an individual Batch item must be accessible for Voima on demand. The form of documentations required may vary according to the value and form of the Batch item.

If deemed necessary, Voima may at any time refuse to accept a Material Deposit, in order to comply with the correspondent principles endorsed by Voima concerning KYC and the prevention of money laundering and terrorist financing.

Article 21. Both parties have the right to terminate this Agreement at any point with a written notice to the other party, as long as Voima is not in the process of Analysing any of the Batches delivered by the Customer.

Voima may, but is not obliged to, disclose in detail the reasons for declining an individual Batch or for the termination of this Agreement.

Article 22. Voima may assign its rights and obligations under this Agreement. The Customer may not assign its rights and obligations under this Agreement without a prior written consent from Voima.

Article 23. The contractual relationship of the parties is also subject to Voima's terms of service, available at www.voimagold.com. Furthermore, Voima processes the Customer's personal data in accordance with Voima's privacy policy, available at www.voimagold.com.

The Customer represents and warrants that they have read through and accepted the terms of service and privacy policy. In the event of a dispute between the terms and conditions of this Agreement and Voima's terms of service and/or privacy policy, this Agreement is the first to apply, and it overrules the terms of service and privacy policy.

Article 24. This Agreement is governed by and constructed in accordance with the laws of Finland. Any dispute between parties will be submitted to the district court of Helsinki.

Attachments: 1. Definitions
2. Voima's Commission Structure

Attachment 1. Definitions

AML	Anti-Money Laundering.
Analysis	Treatment of the Material in order to determine the gold and silver content of the Batch.
Batch	All of the Material delivered to Voima.
Batch Document	Documentation related to the Batch in question including Gold Deposit Certificate, Delivery Note, 10 Measurement Certificates, and any relevant additional documentation.
Calculation	As defined in Articles 14 and 15.
Delivery Note	A document containing the following information: Batch ID, Customer's name and business ID, Batch weight on Delivery, date and time, location and a reference to the valid Voima Miners Agreement.
Exchange Rate of Gold	As defined in Article 16.
Exchange Rate of Silver	As defined in Article 16.
Material Deposit	Process including delivery of the Batch, Analysis of the Batch and depositing the Customer's Voima Account.
Deposit Certificate	A summary document that contains the delivery, Treatment and Analysis information as well as the Exchange Rate.
Gold Batch	A Batch that the Customer declares as gold. Payment for both gold and silver found in the Analysis will be provided.
Investment Grade Gold	Investment gold as defined by the laws of Finland and European Union.
KYC	Know Your Customer.
Material	Items in the Batch that are Analysed for their gold or silver content.
Silver Batch	A Batch that the Customer declares as silver. Payment for only silver found in the Analysis will be provided.
Treatment	Removal of excess substance from the Batch, melting or otherwise working the Material in order to perform the Analysis.

VAT

Value Added Tax of Finland.

Voima Account

Voima's online platform accessible through a web browser at app.voimagold.com or a mobile application. Voima Account consists of a gold account and a currency account.

Attachment 2: Voima's Commission Structure

Gold Batch

Analysis fee	€100 (charged in milligrams of gold)
Voima buys gold	99.00% of the Exchange Rate of Gold
Voima buys silver	95.00% of the Exchange Rate of Silver
Total commission	€100 + 1.00% for gold & 5.00% for silver

Silver Batch

Analysis fee	€100
Voima buys silver	95.00% of the Exchange Rate of Silver
Total Commission	€100 + 5.00%

All the fees and charges related to gold and charged by Voima are part of Voima's commission on brokerage services for gold accounts and Investment Grade Gold as defined by the European Union and therefore VAT exempt. Voima does not charge the Customer separately for refining, handling, Analysis or Treatment of the Batch, because those fees are included in Voima's total commission for the brokerage services of Investment Grade Gold.

All the fees and charges related to silver and charged by Voima are governed by Voima's VAT warehouse status for silver and are therefore VAT exempt.