

Voima Miners Agreement

The undersigned:

Voima Gold Oy (2843889-9) hereinafter referred to as “Voima” and you hereinafter referred to as “the Customer” or “the Voima Miners Customer” declare to enter the following Agreement under the following terms and conditions:

- Article 1.** This Agreement defines the terms and conditions for a Gold Deposit by the Voima Miners Customer.
- Article 2.** 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 3.** 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 4.** All complaints, questions and notes regarding the processes described in this Agreement must be submitted to Voima via a written notice such as an email. Voima is not obligated to discuss any details regarding an individual Batch or the Agreement on the phone.
- Article 5.** From the time indicated on the Delivery Note, Voima has two full business days to credit the Customer’s Voima Account with the corresponding amount of pure gold as indicated by Voima’s Analysis. The Customer shall receive the Gold Deposit according to the Calculation explained in Article 21.
- Article 6.** All the fees charged by Voima 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 exempt from VAT by law.

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.

Article 7. Voima deposits the pure gold amount of the Batch as indicated by Voima's Analysis into the Customer's Voima Account. The transaction including delivery of the Batch, Analysis and the crediting of the Customer's Voima Account is referred to as 'Gold Deposit'.

Once Voima has processed the Gold Deposit and credited the Customer's Voima Account, 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 the Voima Account is VAT exempt.

Article 8. A €100 Analysis Fee applies for each Batch delivered by the Customer, and it is charged from the Customer's Voima Account in gold milligrams during the Gold Deposit process. The conversion of the Analysis Fee from euros into gold is calculated according to the Exchange Rate at the time when Voima has finished the Analysis.

Article 9. A Treatment Fee of €25 will be applied for every beginning 15 minutes spent by Voima in removing the diamonds, glass, plastics, resin, filling substances as well as other materials from the Batch that Voima deems necessary to remove during the Treatment of the Batch.

The Treatment Fee is charged from the Customer's Voima Account in milligrams of gold during the Gold Deposit Process. The conversion of the Treatment Fee from euros into gold is calculated according to the Exchange Rate at the time when Voima has finished the Analysis.

Article 10. If the Customer is to pay an applied Treatment Fee, Voima shall provide a short description of the process to the Gold Deposit Certificate.

Article 11. For the Voima Miners Customer, the trading commission for selling gold is 1.00%—meaning that Voima pays 1.00% below the current Exchange Rate for the gold the Customer sells.

The trading commission for buying gold is the same as explained on Voima's "Pricing" page, available at www.voimagold.com/pricing. The Analysis Fee and the Treatment Fee are not included in the trading commissions.

Article 12. The Exchange Rate of gold in Voima's service is as quoted by Voima's data provider nFusion Solutions Ltd. The Exchange Rate, with which the Analysis Fee and the Treatment Fee are calculated, is indicated on the Gold Deposit Certificate.

Article 13. If the Customer wishes to store gold on the Voima Account, a 0.99% per annum Storage Fee applies, as further explained on Voima's "Pricing" page at www.voimagold.com/pricing. During the period when the Customer stores gold on the Voima Account, the Customer is subject to gold's market price fluctuation.

The Customer also acknowledges that the gold on the Customer's Voima Account is quoted in milligrams of pure gold.

Article 14. Voima reserves the right to any price changes between deliveries, which can be applied via written notice to the Customer.

Article 15. Voima has the right but no obligation to melt the Material delivered. If the Material includes gold bars Voima may drill or otherwise work the bars, without melting them.

Article 16. Voima uses a NITON XL2 XRF-Analyzer to analyse the purity of the Batch. The Analyzer presents the gold content of the Material in 2-decimal percentage points.

Article 17. The results from individual measurements taken with the XRF-Analyzer may vary from one another by multiple percentage points.

Article 18. Voima performs 10 valid measurements with the XRF-Analyzer, of which the highest and the lowest result will be excluded from the Calculation.

Article 19. Voima provides the Customer with 10 valid Measurement Certificates, including the ones excluded from the Calculation, and they are attached to the Batch Document.

- Article 20.** The XRF-Analyzer has an Error Percent, which is indicated on each Measurement Certificates. Voima must ensure that the Error Percent for each valid measurement is no higher than 0.50 percentage points for AU (gold). The measurement is invalid if the Error Percent for AU indicated on the Measurement Certificate is higher than 0.50 percentage points.
- Article 21.** Voima shall credit the Customer's Voima Account according to the following Calculation, after the Analysis is finished:
- Gross Weight after Analysis times the Average of Analysis Results minus
Analysis Fee minus Treatment Fee
- $$\frac{\text{Gross Weight after Analysis (g)} \times \text{Average of Analysis Results (\%)} - \text{Analysis Fee (g)} - \text{Treatment Fee (g)}}{1}$$
- Article 22.** The Analysis results average is calculated by summarising the AU content percent in 2 decimals and dividing it by the number of analyses performed, with the lowest and the highest Analysis result excluded.
- Article 23.** This Agreement enters into effect 1) once the Customer has used the service or 2) after five (5) business days have passed from the reception of a written copy of or a link to this Agreement provided by Voima *regardless of whether the Customer has used the service or not*.
- Article 24.** Voima reserves the right to make changes to this Agreement at any time by notifying the Customer via 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 25.** 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 26.** Voima has the right to ask the Customer for the origin of the Material or an individual Material item as well as other KYC and AML-related documentation. The trace for the origin of an individual Material item must be accessible for Voima on demand. The form of documentations required may vary according to the value and form of the Material 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 the company concerning knowing ones customers and the prevention of money laundering and terrorist financing.

Article 27. 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 28. The contractual relationship of the parties is also subject to Voima's Terms of Service available at www.voimagold.com/tos. Furthermore, we process your personal data in accordance with our Privacy Policy, available at www.voimagold.com/privacy.

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 29. 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 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 Article 21.
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.
Error Percent	As defined in Article 20.
Exchange Rate	As defined in Voima's general Terms of Service available at www.voimagold.com/tos .
Gold Deposit	Process including delivery of the Batch, Analysis of the Batch and crediting the Customer's Voima Account.
Gold Deposit Certificate	A summary document which contains the Delivery, Treatment and Analysis information as well as the Exchange Rate.
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 content.
Measurement Certificates	Documents printed from the XRF-analysis software which indicate

Voima Gold Oy
2843889-9
Bulevardi 5
00120 Helsinki Finland

Voima Miners Agreement

Version 3.2
1.1.2021

the AU (gold) content according to the XRF-analyzer.

Storage Fee

As defined in pricing policy available on the “Pricing” page on Voima’s website and subject to changes from time to time.

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.

Voima Gold Oy
2843889-9
Bulevardi 5
00120 Helsinki Finland

Voima Miners Agreement
Version 3.2
1.1.2021

Attachment 2: Voima's Commission Structure

Gold sale	1.00% below the Exchange Rate
Analysis Fee	€100 (charged in milligrams of gold)
Treatment Fee	€25 per staring 15 minutes (charged in milligrams of gold)
Total Commission	1.00% + €100 (+ Treatment Fee)

All the fees and charges charged by Voima are a part of Voima's Commission on brokerage services for gold accounts and Investment Grade Gold as defined by the European Union and therefore exempt from VAT by law. 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.