

**REAL GOLD LTD**  
**The main provisions of the contract**

**Seller information:** REAL GOLD LTD – (hereinafter the Seller)

**Address:** The Republic of South Africa, 7130 Western Cape, Somerset West, Caledon Street, 1 OAK COURT

**Registration number:** 2016/147094/07 **Tax number:** 9189331227

**email:** [info@lrealgold.com](mailto:info@lrealgold.com) **web:** [www.lrealgold.com](http://www.lrealgold.com)

Is not a member of any concerned organizations.

*Please make sure you read and understood the **Main Contract Terms (MCT)**. **Please note that these MCT include certain provisions and paragraphs which are different from the standard provisions, particularly, possible price variation due to such market aspects as: price risks associated with the gold quotations, compensations, level of demand.***

*If you are aged under 18, these MCT must be read in the presence of your legal representative.*

*When ordering the MCT online or electronically, ticking (confirmation) of the wording “I have read, understood and accepted the Main Contract Term” or signing and sending of the purchase offer by the Buyer is equal to the Buyer’s declaration of acceptance of the contract terms.*

## **1. Contract subject**

Purchase and sale of gold bars.

## **2. Contract execution**

**2.1.** The contract may be executed in the standard manner (offline: acceptance of the purchase order personally, by post) or electronically (online: acceptance of the purchase order by e-mail, in online mode via the Internet). When the contract is executed online via the Internet, the parties shall acknowledge the written contract as signed and executed electronically after completion of the offer and sending of confirmation. The Seller’s Company shall document and keep the signed contract. Each contract shall be assigned a registration number; no other registration shall be performed. Upon the Buyer’s request, the Seller shall grant to the Buyer the possibility to access this contract kept by the Seller.

When the contract is executed online, the system provides for exact step-by-step technical guidelines for the Buyer. When the form is completed online, the system shall inform the Buyer in case any data is incomplete. If the Buyer notices that any data was specified incorrectly, the Buyer shall immediately inform the Seller over the phone or by e-mail using the details specified on the Seller’s web site. Upon the Buyer’s request the Seller must correct the erroneous data without any delay. The Seller shall proceed in the same manner if any erroneous data specified by the Seller needs to be corrected, i.e. the Seller shall correct the data.

## **2.2. The contract shall be executed in accordance with the following steps:**

The Buyer shall select a gold bar in the online store on the Seller's web site. When placing the order, the Buyer shall inform the Seller about

- number of 999.9 gold bars according to the standards of London Bullion Market Association (LBMA) with the following weight: 1 gram, 2 gram, 5 gram, 10 gram, 20 gram, 50 gram, 100 gram, 250 gram, 500 gram, 1000 gram.

Additionally, the Buyer shall inform the Seller about the method of delivery and storage and provide all the necessary data for order fulfillment.

**2.3.** In order to enable order confirmation, the Buyer shall read and accept the **Main Contract Terms** and acknowledge their acceptance in the online system or in the order form. The **Main Contract Terms** accepted by the Buyer shall form an integral part of the contract.

The Buyer shall bear responsibility for any costs or losses which occurred due to indication of misleading data.

**2.4.** The Seller shall process the order without delay; if a purchase order is received electronically, the Seller shall immediately confirm the order in same manner. **The Seller after having received the purchase order must accept and confirm the order within 3 calendar days after the order execution** or reject the order without obligation to explain the reason and shall notify the Buyer accordingly without delay.

**2.5** The order shall be deemed placed as soon as the Buyer clicks the button "I accept the contract terms" on the company's web site.

**2.6.** The Buyer is aware that in accordance with the current anti-money laundering laws, the Seller must verify the Buyer's identity; therefore, in addition to order acceptance and confirmation, the contract execution requires that the Buyer shall submit to the Seller all the necessary documents to check and confirm the Buyer's identity in compliance with the guidelines.

## **3. Purchase price, cost of contract execution**

**3.1.** The contract shall be executed free of charge.

**3.2** The selling price of the ordered gold bar is specified on the web site ([www.1realgold.com](http://www.1realgold.com)) as publicly available published price as of the date of this contract execution by both Parties. The gold bar prices on the web site are regulated based on the daily London fixing by LBMA. When the Buyer's order is received, the system shall automatically check the full price of the order based on the gold bar selling price which is published on the web site and updated several times a day.

**3.3.** Please note that considering the difference between the time when the Buyer's order is placed and the time when it is fully paid, gold price variations are possible. The Seller warrants the gold bar price specified as of the moment of order placement within 72 hours, provided that the market price of gold will not rise by over 2%. The countdown of the above 72-hours period shall start on the date of the Buyer's order placement.

**If information is received regarding gold price variation over this 72-hours period by over 2%, the price specified in the price quotation shall become void and the parties to the agreement shall agree on revised gold bar price in the contract before completion of the transaction with consideration of the amount already paid by the Buyer.**

**The parties shall select a method to increase/decrease the gold bar weight in the order with the paid amount remaining unchanged or to keep the ordered gold bar weight unchanged with price revision in accordance with the required value based on the current gold price.**

If the Buyer does not accept the new price of the gold bar or does not agree to change the gold bar weight with the same purchase amount being paid, the Buyer may terminate the contract within three days after receipt of information about variation in the gold bar price. In this case the Seller shall transfer the amount already paid by the Buyer for the order to the same bank account from which the payment arrived originally. The Buyer shall bear all the costs associated with the payment transfer.

**3.4.** The Buyer and the Seller shall communicate using the e-mail address specified by the Buyer in the course of registration. The Seller shall notify the Buyer about arrival of payment for the order to its bank account via e-mail and shall confirm the quantity of gold ordered and paid for in accordance with this contract.

#### **4. Payment terms**

Payment shall be made by bank transfer or by bank card via the Internet with indication of card data (mail order). The payment shall be transferred to the Buyer within 72 hours after the contract acceptance using the following bank details **REAL GOLD LTD** ..... in EUR. The Buyer shall transfer the payment so that the credited amount would be exactly equal to the order amount with consideration of all possible bank fees and currency conversion charges.

The amount of payment under the contract is ..... the deadline for payment is .....

#### **5. Delivery**

**5.1.** Based on the selected gold bar option, the Seller shall send the gold bar to the address specified by the Buyer in accordance with the list of countries specified on the Seller's web site.

**5.2** The order shall be delivered within 21 days after the payment has been credited to the Seller's account.

**5.3** The Buyer has the option to receive the purchased bar by insured mail. The price of delivery by insured mail shall be determined according to the tariffs of transportation companies or express mail.

**5.4** The delivery period depends on the destination country.

**5.5** The Buyer shall bear all the costs associated with delivery and receipt of purchased gold bar.

**5.6.** The Buyers residing in the countries where precious metals are subject to the value added tax (VAT) and import tax shall be fully responsible for:  
Payment of any VAT, taxes and levies; and for Arrangement of order delivery.

## **6. Information on product risks**

**6.1** The grounds for determination of the gold bar selling price at which the Seller sells the gold bar shall be the variation of the gold market value only; no other possible factors of revenue increase are considered in the sale process.

The Company draws your attention to the fact that gold bar price may vary both within a small or considerable range. Procurement and trading operations with the gold bars may be risky since decrease in the gold prices and currency exchange rate drop may cause financial damages.

## **7. Confidentiality**

**7.1.** The Company shall use the personal data and information on the Buyer only for the contract execution considering the principle of confidentiality and shall act in the Buyer's interests. Personal data of the Buyer shall be processed by the employees of the Seller's company and their intermediaries under strict confidentiality terms. The Company shall use and apply all the necessary measures to ensure information security when storing the Buyer's personal data subject to secrecy conditions and to prevent any unauthorized access to such data.

**7.2.** The Seller shall transfer the Buyer's personal data and information to any third parties and governmental authorities only subject to the Buyer's consent or as required by the law.

**7.3.** The Seller hereby informs the Buyer that the Seller shall from time to time use the general information on the Buyers, excluding their personal data, to prepare its internal statistics and reports.

## **8. Erroneous order fulfillment, responsibility, indemnification of damages**

**8.1.** The parties must cooperate in the course of the contract execution and performance and shall notify each other electronically without delay about possible objections. The party responsible for the delay shall bear the costs and losses which occurred through the delay in notification about objections.

**8.2.** A description of the gold bars is published on the Seller's web site. The Seller warrants that it sells the gold bars which are fully compliant with all the criteria applied to this product in compliance with the official regulations regarding the gold.

**8.3.** The Seller shall not be responsible for possible damages which may occur in the course of delivery; the Buyer shall address all such claims directly to the transportation company. The Seller shall provide assistance to the Buyer in resolution of such matters.

### **8.4. The Seller**

The Seller undertakes to proceed in accordance with the South African Civil Code in case of erroneous order execution, when considering the matters of compensation, replacement, claims regarding the quality of gold bars and when settling possible disputes.

The Seller shall not be responsible:

- if the Buyer specified incorrect data during order placement;
- in case of incorrect registration and resultant losses, costs, and damages;
- for the damages which occurred due to non-fulfillment or improper fulfillment of the Buyer's cooperation obligations;
- in case of any circumstances which cannot be controlled by the Seller – delay in order delivery or damages which occurred due to improper performance of the Buyer.

**8.5.** The Buyer shall be entitled to request indemnification of damages due to receipt of the poor quality product as confirmed by relevant documentation subject to submission of the original VAT invoice and return of defective product. Indemnification of damages shall be performed only if replacement of product failed to deliver the desired result.

## **9. Use of intermediaries**

The Seller may engage intermediaries for contract execution and performance; in this case the Seller shall bear full responsibility for their actions. The Seller draws attention of the Buyer to the fact that in accordance with the company policy the intermediaries do not have the authority to execute the contract, accept and confirm the order, grant discounts and accept remuneration.

## **10. Termination of contract**

**10.1.** The contract shall be executed by the Parties based on the above provisions for the period until fulfillment of mutual obligations in the entire scope. Subject to mutual agreement, the parties may at any time amend or terminate the contract in writing.

**10.2.** Each of the parties may immediately terminate the contract if the other Party materially breaches its obligations under the contract and fails to rectify said breach despite the written warning and additional time granted for rectification of the situation. In this case the breaching Party must compensate the documented losses of the other Party.

## **11. Validity period and scope of the contract**

**11.1.** Unless otherwise stipulated by other agreement, the contract shall be performed in accordance with the order and order confirmation as well as the above Main Contract Terms. The parties may deviate from these terms subject to mutual agreement executed in writing. The Main Terms of this Contract shall remain in force until expiration of the contract term.

**11.2.** Should any part of this contract become invalid, the remaining contract parts shall remain in force. The parties shall act in good faith to immediately replace the invalid parts of the contract so as to enable its performance.

## **12. Final provisions**

**12.1.** The parties shall cooperate closely to ensure compliance with the contract and shall inform each other in due time about any issues which limit, delay or prevent their performance hereunder. During the contract validity period exchange of e-mails shall be deemed as written notification.

**12.2.** The Buyer must inform the Seller in writing about any changes in the Buyer's personal data which are relevant for the contract. Any requests, instructions or power of attorney issued by the Buyer shall be deemed effective only if issued in writing. If the power of attorney is used, it shall remain valid until cancelled by the Buyer in writing.

**12.3.** Should the Buyer **die, be liquidated or restructured** during the contract validity period, the Seller shall acknowledge the new assign of the Buyer only subject to submission of original confirmation documents (certificate of inheritance, assignment, restructuring as well as documents stating the contractual obligation / right, etc.).

**12.4.** The Parties shall be bound by mutual confidentiality obligations. All the information related to the trade secrets as well as data which would affect or prejudice the interest of the Parties or third parties if accessed by unauthorized persons must be kept in confidence. Additionally, the Parties shall refrain from behavior which could damage the reputation of the Parties or any third parties or could affect or damage their economic interests.

**12.5.** Should any disputes occur in connection with the contract or performance hereof, the Parties shall first reach an amicable settlement. If no positive outcome can be achieved, the Parties shall refer to the Capital City Court of South Africa depending on the disputed amount. In other cases the provisions of the South Africa Civil Code shall apply.

The South Africa law and Civil Code shall govern in resolution of matters which are not covered by this contract.

Date of signing.....